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The Solicitors' Journal and Reporter.

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CURRENT TOPICS.

CALAMITIES seldom come alone, and in addition to the retirement of three of its most efficient members, the Incorporated Law Society have to deplore the resignation of their treasurer, though he fortunately remains a member of the Council. No member needs to be told of Mr. PENNINGTON's untiring zeal in the management and control of the finances of the society during the last twenty years, or of his complete mastery of all the details of the complicated accounts, or of his amazing record of attendances at meetings of the Council and of committees. Our regret is that the subscriptions to the testimonial which was presented to him last week were restricted to members of the Council; there are not a few among the members of the society who would have rejoiced to be able to testify in this way their sense of gratitude to a man who has for twenty years devoted a great part of his time and energy not only to the work of placing the financial position of the society on a sound and satisfactory basis, but also to the transaction of the general business of the Council.

THE ANSWER to the question put to the First Lord of the Treasury on the 2nd inst. by Mr. BUTCHER, K.C., M.P., with reference to an independent inquiry into the working in London of the system of compulsory registration of title, was given on the 4th inst., to the effect that "The Lord Chancellor, after carefully considering the matter, has come to the conclusion that no useful purpose will be served by an independent inquiry into the working in London during the past three years of the system of compulsory registration of title to land under the Land Transfer Act, 1897." Somewhat irrelevantly, a promise was given that the Government will give full effect to the section which provides for consulting the county councils; and those authorities were assured that the Act, both in spirit and in letter, will be carefully administered by the Government. What Mr. BUTCHER referred to was the necessity for full information, by means of an independent inquiry, for the guidance of county councils in deciding whether to apply for an extension of the system to their districts; but no notice is taken of this reasonable suggestion. We are informed that Mr. BUTCHER's question was altered by the clerk at the table of the House, and did not represent his full meaning.

ON TUESDAY LAST, Mr. Justice BUCKLEY, sitting to hear company cases, took occasion to make the following remarks: "In to-day's cause list there will be found a list of forty-eight petitions (of which all but two or three are winding-up petitions), which, at various dates from January, 1893, to December, 1901, have been ordered to stand over generally, and which the parties have never since restored to the paper for the purpose of being disposed of. I have, with the concurrence of VAUGHAN WILLIAMS, L.J., and WRIGHT, J., given directions that these petitions be put into the paper to be disposed of. For obvious reasons it is not right that a winding-up petition should be allowed to stand over for an indefinite time. Where an order to stand over generally has been obtained from the judge, the parties ought, within a reasonable time, to restore the petition to the list in order that it may be disposed of either in the one way or the other. I propose, therefore, now so to deal with these petitions. In a

large majority of the cases, no doubt, the matter of the petition has long since ceased to be of any importance, and no order will be asked for. There is no occasion for any expense to be incurred unless some persons entitled to appear desire to ask for some order on the petition. If, when the petition is called on, no one appears, I shall simply dismiss it. If any parties appear, it will be my duty to deal with the case according to the rights of the parties as established before the court. Written communication has, by my direction, been made to all the solicitors engaged in these petitions so far as their names are known in the office." We give elsewhere a list, in alphabetical order, of the petitions referred to by the learned judge. They will be in the list on the 17th inst. to be disposed of.

AT THE recent quarter sessions for Wiltshire the court decided, on the appeal of a licence-holder, that a court of petty sessions has no power to order a licence to be indorsed with a conviction for an offence against the Intoxicating Liquors (Sale to Children) Act, 1901. This decision, it is submitted, is not correct, though the point is by no means clear. The Licensing Act, 1872, defines a large number of offences. In respect of some of these a licence may be indorsed, but not so as to others. Then we have section 13 of the Licensing Act, 1874, which provides that "where any licensed person is convicted of any offence against the principal Act which by such Act was to have been, or might have been, indorsed upon the licence, or of any offence against this this Act," the court may order the conviction for such offence to be recorded on the licence. It will be noticed that this provision applies to certain only of the offences mentioned in the Act of 1872, but to all offences under the Act of 1874. Now section 4 of the Act of 1901 provides that, "for the purposes of all legal proceedings under this Act, this Act shall be construed as one with the Licensing Acts, 1872-1874." If it was only to be construed as one with the Act of 1872, then the decision of the Wiltshire justices would be correct, for there is no mention in the Act of 1901 of any indorsement of licences. But it is also to be construed as one with the Act of 1874; and, therefore, it is submitted, the offence of selling liquor to children contrary to the Act of 1901 is to be regarded for all purposes as if it were an offence under the Act of 1874. A conviction for any offence under the last mentioned Act may be recorded on the licence, therefore a conviction for selling to children may be recorded on the licence.

THE CASE of *Re Buckwell & Berkeley*, heard before KEKEWICH, J., last week, is one of some importance to solicitors. In a solicitor and client taxation the taxing-master had disallowed the sums paid into court on deposit upon application for discovery and interrogatories. The sums had been paid by the solicitors out of their own pocket, and were disallowed, not because it was not a proper case for discovery and interrogatories, but solely because the solicitors would (in the event which had happened) be able to obtain a return of the money by applying under R.S.C., ord. 35, r. 27. The bill was a heavy one, and if these items were disallowed, the effect would be that the amount taxed off was just over the one-sixth. The solicitors took out a summons to review, and KEKEWICH, J., held that the items were wrongly disallowed, and that the reason was a bad one, and he sent the bill down for revision. The sole question was whether the sums paid were or were not disbursements, and the principle laid down as early as *Re Remnant* (1849, 11 Beav. 603) was affirmed—viz., that all payments made in pursuance of his professional duty by a solicitor and sanctioned by the established custom of the profession are properly disbursements within the meaning of the Act of 1843. The criterion would seem to be, Did the solicitor make the payment as solicitor, or did he make it as agent? If the former, it is properly entered in the bill of costs; if the latter, it should appear in a separate cash account. An example of the latter class of payments is to be found in the recent case of *Re Kingdon & Wilson* (18 T. L. R. 588), where the Court of Appeal decided that a payment for estate duty made by a solicitor acting for a client is not a "disbursement" within the meaning of the

37th section of the Act of 1843. In the present case it was strenuously urged, on behalf of the client, that these items were on an entirely different footing from such items as (say) counsel's fees, stamps on affidavits, and the like, which once paid were gone for ever, while these sums remained in suspense, and, unless costs went against the party who had paid them, were returned in due course. The answer is that this principle of differentiation does not in fact touch the point at all. The solicitor in a case where discovery is necessary is as much bound to make these payments as he is to pay for the office copies of affidavits in the interest of his client, and, we think, would find himself in an unpleasant position in an action for negligence if he omitted to do so.

THE CASE of *Ticehurst v. Drummond*, tried before Mr. Justice JELF on the 3rd of July, was an action by a tradesman against the members of the committee of an unincorporated society called "The Women's Convalescent Home Association" for goods delivered to the society. The law as to the liability of a corporation, or the members of a partnership, for goods supplied for the use of the corporation or the partnership firm respectively has been settled by numerous decisions, but the members of an unincorporated society, such as a club or a charitable association, which has had dealings with tradesmen often find difficulty in ascertaining the extent of their liability. The question generally arises in the case of a club. Goods, such as provisions, wine, and tobacco, are ordered from tradesmen by the secretary or steward, acting on behalf of the committee of the club, and are consumed by the members of the club on the club premises. The tradesmen cannot obtain payment of their accounts, and contend that all the members of the club ought to be personally liable, for the club has been carried on for their benefit and the goods have been supplied on the order of a committee elected by the members of the club. But if the origin and history of these societies is considered, it is clear that the subscribers do not authorize any employee to pledge their personal credit. The authority is simply to incur liabilities as far as the fund formed by the subscriptions will go. The society is in fact to be worked on ready money principles. If, therefore, the committee incur liabilities to a greater amount than can be satisfied from the amount contributed, it is clear that the ordinary subscribers or members are not liable. But we have still to consider the liability of the members of the committee. Such a committee, for their own protection, might possibly deal with the principal tradesmen of the club upon the express terms that the amount due to them should be charged upon the income and assets of the club, but that "except as aforesaid" no officer or member of the club should incur any personal liability. But in practice this is never done. The goods are ordered and the tradesmen bring their action against the committee, contending that they are personally liable. In *Ticehurst v. Drummond*, the plaintiff had sent in his account to "The Women's Convalescent Home Association," and the learned judge left to the jury the question whether the plaintiff supplied goods on the credit of the committee, whoever they might be, or relied on the funds of the association generally. The jury, when a question is put to them in this form, incline strongly in favour of the tradesman, but in the present case, after hearing the explanations of the defendants, they gave a verdict in their favour. But the risks of an action at law should in all cases, if possible, be avoided, and we are disposed to think that a notice limiting the liability of the committee would be a solution of the difficulty.

AN ASSIGNMENT of the whole of the property of a person against whom a receiving order is shortly afterwards made may, as was held in *Shears v. Goddard* (44 W.R. 402; 1896, 1 Q.B. 406), be within the protection of section 49 of the Bankruptcy Act, 1883, notwithstanding that it is itself an act of bankruptcy; but such a transaction will, of course, be closely scrutinized, and in the recent case of *Re Jukes* (1902, 2 K.B. 58) WRIGHT, J., discovered reasons for distinguishing *Shears v. Goddard*, and for holding the transaction invalid against the trustee in bankruptcy. In *Shears v. Goddard* the plaintiff purchased for £300 the stock of a cab proprietor,

who on the same day absconded. Two days later he removed the cabs and horses to a repository, where they were sold for £377. Subsequently a receiving order was made against the cab proprietor, grounded, in part, on the transfer of the stock. The plaintiff relied on the protection of section 49, alleging that the requirements of the section were complied with, inasmuch as the transfer had taken place before the date of the receiving order, and he had no notice of any available act of bankruptcy. It was argued that the section could not apply where the transaction impugned is itself the act of bankruptcy on which the receiving order is subsequently made. But the Court of Appeal saw no reason for importing this limitation. The argument, said Lord ESHER, M.R., seeks to insert a whole clause—"unless such dealing or transaction itself constitutes the act of bankruptcy"; but, he continued, the court had no right to add such words; the section was to be read as it stood. Accordingly the transaction was upheld. In *Re Jukes* also the transfer of a cab proprietor's stock was in question, but there was the important difference that it was handed over, not to an independent purchaser, but to a creditor who was pressing for payment, and who was aware that there were other creditors. The arrangement was that the creditor who took over the stock should have it sold by public auction, should pay himself out of the proceeds, and should hand any surplus to the debtor. In fact there was no surplus. WRIGHT, J., held that under the circumstances the creditor could not be said to be acting in good faith, and on this ground he distinguished *Shears v. Goddard*, and refused him the protection of section 49. It would be hazardous to say that in any such transaction good faith is not a material element, but it is to be noticed that while the marginal note to section 49 speaks of *bona fide* transactions, the words "in good faith," which occurred in the corresponding sections of the Act of 1869, are omitted. Assuming, however, good faith to be necessary, the reason of WRIGHT, J.'s, decision is clear. "I cannot," he said, "help thinking that if a creditor of a debtor takes the whole, or substantially the whole, of the property of his debtor in payment of a past debt, and knowing that there other creditors, he cannot be said to be acting in good faith."

on the ground under their control that no betting is allowed, any bookmaker who makes a bet on the ground may be arrested summarily and punished with imprisonment.

THE ADVISABILITY of licensing bookmakers is considered, but the proposal to create a licensed class is rejected for various reasons. One reason is stated to be that if bookmakers are licensed, it will be necessary to allow them to recover their bets at law. The necessity for this, however, is not quite apparent. It is not unlawful now for a bookmaker to carry on his business, and if the proposed legislation is accomplished he will be specifically recognized and allowed to work in certain defined enclosures. In spite of this recognition he will not be able to recover his bets, and if he were compelled to take out a licence, as a hawker does, we do not see why he should necessarily be given the right to recover bets at law. Special recommendations are made for the protection of the young. It is proposed that any person betting with boys or girls in a public street should be liable to imprisonment without the option of a fine for a first offence. Also, that the Betting and Loans (Infants) Act, 1892, should be extended so as to include the receiving of any money from an infant, even in respect of a ready-money bet. With regard to the various artifices for carrying on a gaming business in this country through an office in a foreign country, the law has been fairly clearly declared quite recently in the case of *Lennox v. Stoddart* and other cases in which the name of the same defendant appears. The Commission, however, wish the matter to be dealt with by express enactment, and no doubt there is much to be said for some specific legislation which would frustrate the fresh attempts to evade the old law which will no doubt be made. It is also proposed to forbid the advertisements of racing "tipsters," either in newspapers or by means of circulars; and to forbid also the advertisement of foreign betting houses or bookmakers. These are the chief proposals, and it will be at once seen that they are of considerable importance. It may, however, be hoped that if legislation is attempted an Act will be passed consolidating, as well as amending, the law on the subject, and that the old Acts, with their ambiguities and defects, will finally disappear from the statute book.

THE REPORT of the Lords' Commission on Betting is a document of considerable interest and importance; and if legislation follows on the lines recommended, a great deal of the existing difficulty in dealing with betting and gaming will be removed. Since the Kempton Park decision by the House of Lords much uncertainty has existed as to the extent to which the Betting Act of 1853 applies, and many decisions of the High Court have been rendered of little or no value. It is proposed to enact clearly that betting is illegal in any place of public resort, or on any licensed premises; and to define the famous word "place," as used in the Act of 1853, with such precision as will avoid the present uncertainty. Betting in the streets is at present very hard to deal with satisfactorily. The Vagrant Act gives little help against the bookmaker, as he does not use any cards, dice, or other instruments for gaming. It is common, therefore, to deal with bookmakers for "obstruction" when they are found plying their trade in the streets. This is by no means satisfactory, as the obstruction is seldom substantial, and this mode of procedure is forcing the law to cover an act which it was never meant to cover and which is not unlawful. Betting in the streets is capable of being dealt with in many places under local Acts and under bye-laws; but the penalties which can be inflicted are usually so small that bookmakers can sometimes afford to defy the law, pay up the maximum penalty whenever summonsed, and still make a handsome profit. This state of things it is proposed to stop by a general enactment making persons betting in the streets liable to heavy pecuniary penalties, and on a third or subsequent conviction to imprisonment without the option of a fine. It is further proposed to allow bookmakers to practice their calling on racecourses and other grounds where sports or athletic contests are carried on, but only within rings or enclosures set aside for that purpose by the managers of the races or sports. If, however, the managers post a notice

BY VIRTUE of section 54 of the Income Tax Act, 1853 (16 & 17 Vict. c. 34), a person who has insured his life is "entitled to deduct the amount of the annual premium paid by him for such insurance" from the amount of profits in respect of which he is liable to be assessed. The system under which, during the first few years of an insurance, the assured is allowed to pay only half the annual premium, the other half being treated as advanced to him by the life office, and as charged on the policy, raises an interesting question as to the operation of the above enactment which has been adjudicated upon by PHILLIMORE, J., in *Hunter v. The King* (ante, p. 618). The revenue authorities have, as might have been expected, taken the view that the half premium actually paid by the assured is, under such circumstances, "the annual premium paid by him" within the meaning of the section, and that it is only the amount of such half premium that he is entitled to deduct on the purposes of income tax. As a matter of law, however, it is perfectly clear that the assured pays the full premium to the life office, and that it is the full premium, therefore, for which he can claim deduction. The arrangement for leaving one half the premiums unpaid is simply an advance of that half by the society to the assured for the purpose of paying the amount to the office. It is exactly as if the society advanced the money by cheque to the assured, and then received from him a cheque for the full amount. It is well settled that cross-payments of this kind can be made by way of set off without an actual interchange of cheques, and such set off operates as an actual payment on each side. In the present case, therefore, the assured must be treated as paying the full premiums to the life office, and, acting upon this view, PHILLIMORE, J., held that he was entitled to exemption in respect of the full amount.

A DECISION of some importance with reference to the position of an equitable mortgagee who has taken an agreement for the execution of a legal mortgage was given by BYRNE, J., in *Farmer v. Pitt* (50 W. R. 453; 1902, 1 Ch. 954). The agreement, following the ordinary form, bound the mortgagor to execute on request a legal mortgage with such powers and provisions and in such form as the mortgagee might require for further securing the mortgage debt. The mortgagee contended that under these words he was entitled to the insertion of a clause excluding section 17 of the Conveyancing Act, so that he would have the same right of consolidation as existed before the Conveyancing Act; and that consequently, although no legal mortgage had been in fact executed, yet in equity the right of consolidation was to be treated as existing. BYRNE, J., held, however, that the right of consolidation was not in any way necessary for securing the mortgage debt in question, but that in effect the mortgagee was seeking to enlarge the subject-matter of his security. That he is not entitled to do this by virtue of an agreement for a legal mortgage was decided by the Court of Appeal in *Whitley v. Challis* (40 W. R. 291; 1892, 1 Ch. 64). In that case it was sought to extend an equitable mortgage of a hotel, with an agreement for a legal mortgage, to the business carried on in the hotel so as to obtain the appointment of a manager; but it was pointed out that the agreement was the measure of the mortgagee's rights, and that the clause providing for a legal mortgage was only intended to give effect to the previous charge; it did not enlarge the subject-matter of the charge. BYRNE, J., applied this test to the question of consolidation, and since the effect of inserting a clause to exclude section 17 would be to enlarge the security given by the equitable mortgage, he held that the clause was inadmissible. In cases, therefore, where an equitable mortgage is taken with an agreement for a legal mortgage, express provision must be made for obtaining the right of consolidation if this is regarded as important.

IN THE CASE of *The King v. The Judge of the Birmingham County Court*, which came before the Divisional Court on the 23rd of June, three persons had been sued in the county court on a joint and several promissory note for £7, of which they were the makers. Judgment was recovered against them jointly, and they were ordered to pay the amount in instalments of 10s. 6d. a month. In December, 1901, five of these instalments were in arrear and one judgment summons was issued against the three defendants. At the hearing it appeared that it had been only possible to serve this summons upon one of the defendants, and an order of committal was made against him for the whole amount in arrear, to be suspended on payment of 4s. a month. Shortly afterwards the address of another defendant was discovered, and the plaintiff applied for leave to issue a judgment summons against him, but this was refused by the registrar, and his refusal was affirmed by the judge, who held that the proceedings by way of committal were in the nature of a common law execution, and that a second execution could not issue until there had been a return of the first execution. This decision, so far as we can make out, was supported on the ground that no return could be made under the first execution until the first debtor had either paid the instalments due from him or had made default and had been arrested under the order of committal. The Divisional Court held, without any difficulty, that the analogy did not apply, and that the county court judge was wrong. In the absence of any express provision in the County Court Acts, there was nothing to prevent the plaintiff from making the application which was rejected.

The General Council of the Bar, says the *Times*, has appointed a committee who are now considering the question of altering the Long Vacation so that it may begin on the 1st of August in each year and end on the 12th of October inclusive, instead of beginning on the 12th of August and ending on the 24th of October as at present. When the report is ready, it will be submitted to the Lord Chancellor, the Lord Chief Justice, and the Master of the Rolls. If the proposal is found to be practicable, the alteration will probably come into operation in August of next year. It is understood the Inns of Court will support the proposed alteration.

PAYMENT OF BANKERS' DRAFTS ON THEMSELVES UPON A FORGED INDORSEMENT.

THE recent decision of BIGHAM, J., in *Brown, Brough, & Co. v. National Bank of India* (*ante*, p. 617) deals with an important question with respect to the liability of a bank which pays a draft on it by a branch upon a forged indorsement. The same point arose recently in *Gordon v. London, City, and Midland Bank* (50 W. R. 276; 1902, 1 K. B. 242), class 3 of the instruments there in dispute being bankers' drafts addressed to the defendants' head office in London, signed by the manager of the Leamington branch as manager, requiring the head office to pay on demand on account of the branch a sum of money to the order of the plaintiff's firm. These drafts were stolen by a clerk in the plaintiff's employ, who indorsed on them the name of the plaintiff's firm, and then paid them into his own account at another branch of the defendant bank. In due course they were presented at the head office for payment and were paid upon the faith of the forged indorsement. Ordinarily, of course, a bank has to bear the risk that signatures upon instruments which come before it may be forgeries, and express provision to this effect is made by section 24 of the Bills of Exchange Act, 1882. Under that section a forged signature to a bill is declared to be wholly inoperative, "and no right to retain the bill, or to give a discharge therefor, or to enforce payment thereof against any party thereto, can be acquired through or under that signature, unless the party against whom it is sought to retain or enforce payment of the bill is precluded from setting up the authority." But in favour of bankers an important relaxation of this rule is made by section 60, which excuses them in general from verifying the indorsement of a payee. "Where a bill," so runs the section, "payable to order on demand is drawn on a banker, and the banker on whom it is drawn pays the bill in good faith and in the ordinary course of business, it is not incumbent on the banker to shew that the indorsement of the payee or any subsequent indorsement was made by or under the authority of the person whose indorsement it purports to be." By virtue of section 73, which defines a cheque to be "a bill of exchange drawn on a banker payable on demand," this provision is extended to cheques, and with regard to these perhaps it has its most important operation.

In *Gordon's* case reliance was placed by the bank on section 60 as protecting them in respect of the payment upon a forged indorsement of drafts drawn by a branch office upon the head office, and BUCKNILL, J., who originally tried the case, held that that the section applied. In the Court of Appeal, however, his decision was reversed upon the ground that the branch and the head office were practically one. By section 3 (1) of the Act of 1882 a bill of exchange is defined to be "an unconditional order in writing addressed by one person to another, signed by the person giving it, requiring the person to whom it is addressed to pay on demand, or at a fixed or determinable future time, a sum certain in money to or to the order of a specified person, or to bearer." It was held that drafts by a branch of a bank upon the head office were not "addressed by one person to another," and hence that in respect of them the bank was not entitled to the protection of the section. They were, as STIRLING, L.J., observed, really instruments addressed by a manager of a bank, as agent for the bank, to the bank itself.

But the result, whether it is correct or not, deprives bankers of protection in an important class of cases—a class which in principle seems to deserve the protection just as much as the bills and cheques to which section 60 undoubtedly extends—and in *Brown, Brough, & Co. v. National Bank of India* (*supra*) an attempt has been made to take advantage of the earlier provision of the Stamp Act, 1853 (16 & 17 Vict. c. 59). By section 19 of that Act it is provided that "any draft or order drawn upon a banker for a sum of money payable to order on demand which shall, when presented for payment, purport to be indorsed by the person to whom the same shall be drawn payable, shall be a sufficient authority to such banker to pay the amount of such draft or order to the bearer thereof." It is stated in Chalmers on Bills of Exchange (4th ed., p. 337) that this section was not included in the schedule of enactments repealed by the

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THE SOLICITORS' JOURNAL.

[Vol. 46] 629

Act of 1882 because it was thought that it might apply to drafts or orders other than bills; and it is suggested that, as far as it relates to bills and cheques, it is impliedly repealed by section 24 of that Act. The present case seems to raise neatly the question whether there can be a draft or order which does not fall within the Bills of Exchange Act, 1882, and with respect to which the Act of 1853 is still operative. The latter Act, it is to be noticed, gives no definition of "draft or order," and BIGHAM, J., considered that in ordinary commercial language the instrument then in question was a draft or order to pay money. The instrument was a draft for £391 2s. 9d. drawn by the Madras branch of the defendant bank upon their head office in London. It was payable on demand to the order of the plaintiffs in London, and was remitted by a Madras firm to the plaintiffs in London in payment for goods supplied. The draft was stolen and the plaintiffs' indorsement forged on it. In this state it was presented at the head office, where it was paid in good faith and in the ordinary course of business.

As just stated, BIGHAM, J., observed that the draft, which in effect was the same as those included in class 3 in *Gordon's case (nypa)*, was in ordinary commercial language a draft or order to pay money, and therefore *prima facie* it fell within section 19 of the Stamp Act, 1853. This being so, it is not clear why the learned judge did not give effect to that section, and allow it to operate in favour of the bank. The decision in *Gordon's case* that such a draft is not a bill of exchange or cheque is based upon the express definition that the instrument must be addressed by one person to another. The Act of 1853 contains no such definition, and hence it would seem to be permissible to allow to "draft or order" its natural meaning. Apparently, however, BIGHAM, J., regarded *Gordon's case* as binding him to hold generally that a "draft or order" in the legal sense must be addressed by one person to another, and hence he decided that the defendant bank was not entitled to rely on the Act of 1853, while, of course, so far as relates to the Bills of Exchange Act, 1882, the case was covered by the decision of the Court of Appeal in *Gordon's case*.

It is worthy of notice that the judgments in that case do not seem to give any weight to section 5 (2) of the Act of 1882, which provides that "where in a bill drawer and drawee are the same person . . . the holder may treat the instrument, at his option, either as a bill of exchange or as a promissory note." Thus it is expressly contemplated that there may be a bill of exchange in which the drawer and the drawee are the same, and, but for *Gordon's case*, BIGHAM, J., would apparently have held that, under the Act of 1882, a "bill" might be drawn by a person transacting business in one place upon himself transacting business in another; and the learned judge's own opinion was that the defences, both under the Stamp Act of 1853, and under the Bills of Exchange Act, 1882, were good. For the present, however, *Gordon's case* is to be treated as excluding both statutory defences alike, and hence banks in paying drafts of their branches do so entirely at their own risk.

THE THIRTY-FIRST SECTION OF THE PATENTS,
ETC., ACT, 1883.

The thirty-first section of the Patents, &c., Act, 1883, has again come in question, and in rather an interesting manner. This section provides that "In an action for infringement of a patent, the court or a judge may certify that the validity of the patent came in question; and if the court or a judge so certifies, then, in any subsequent action for infringement, the plaintiff in that action, on obtaining a final order or judgment in his favour, shall have his full costs, charges, and expenses as between solicitor and client, unless the court or judge trying the action certifies that he ought not to have the same." The question arising under this section, which has recently been discussed, is whether a certificate can be granted under it in an action when the patent has been declared invalid in such action.

The point arose in the case of the *Acetylene Illuminating Co. v. United Alkali Co.* (1902, 1 Ch. 505). There, the patent having been declared invalid, and the action having been dismissed, the plaintiffs applied for a certificate that the validity of the patent came in question in the action. BUCKLEY, J., refused to give a

certificate. He said: "The meaning of section 31 seems to me quite plain. If in an action for infringement the plaintiff succeeds, the court may certify that the validity of the patent has come in question, with the result that in any subsequent successful action for infringement the defendant has to pay solicitor and client costs. If the patent is held invalid in the first action, it cannot be unreasonable that a defendant in a second action should deny validity, and I fail to see on what principle it can be supposed that the Act meant him to pay in such case solicitor and client costs."

The attention of the learned judge had been called to a case of *Haslam v. Hall* (5 R. P. C. 1) in which, although the patent was declared invalid, a certificate was given by STEPHEN, J., under the section. This certificate, it should be remarked, was a certificate in the ordinary form—viz., that the validity of the patent came in question in the action. With regard to this case BUCKLEY, J., said: "The learned judge must, I think, have granted the certificate, not because, or notwithstanding that, the patent was held to be invalid, but because it had been held valid to a certain extent—namely, except as regards the second claim," and he then referred to the case of *Badische Anilin und Soda Fabrik v. Société Chimique* (14 R. P. C. 875), saying he had noticed that in that case the certificate granted in *Haslam v. Hall* was dealt with on that footing. In the *Badische case* the patent was declared invalid, but a certificate was granted under section 31 by WILLS, J., in the usual form—viz., that the validity of the patent came in question in the action, which in fact it did.

That the learned judges in these two cases had jurisdiction to grant the certificates which they granted, is clear upon the words of the section, but whether they ought, in the exercise of the discretion which the section confers upon them, to have granted the certificates, is another matter. In our opinion a judge ought, in the exercise of his discretion, to refuse to give a certificate that the validity of the patent came into question in an action in which the patent has been declared invalid because of the consequences which follow the granting of such certificate. But if the inference to be drawn from the judgment of BUCKLEY, J., referred to above is that the certificate ought only to be given to a successful plaintiff—i.e., a plaintiff who recovers judgment in an action, then we venture to differ from the learned judge. That there is jurisdiction to give a certificate to a plaintiff whose action has failed is clear upon the words of the section, and certificates have been given (and, as we think, properly given) in several cases to plaintiffs who have established the validity of their patents, and yet have had their actions dismissed because they failed to prove infringement.

Where a patentee has obtained a certificate under the first portion of section 31, then, if successful in a subsequent action for infringement, he gets solicitor and client costs as a matter of course unless the judge in the subsequent action certifies under the closing words of the section "that he ought not to have the same." The granting of this latter certificate is, of course, entirely in the discretion of the judge. But as the section is for the protection of patentees, it is obvious that such a certificate ought not to be given in the absence of special reasons—and we think very special reasons. Is the fact that the defendant in the subsequent action does not dispute the validity of the patent, but only denies infringement, a special reason? On this there is a difference of judicial opinion. BYRNE, J., thinks that it is not: see *Welsbach Incandescent Gas Light Co. v. Daylight Incandescent Mantle Co.* (16 R. P. C. 353). FARWELL, J. (following CHARLES, J.), thinks that it is. In the latest case on the subject, *Edison Bell Phonograph Co. v. Waterfield, Clifford, & Co.* (19 R. P. C. 329), FARWELL, J., deprived the successful plaintiff of solicitor and client costs because "the only issue was infringement or no infringement, and the validity of the patent did not come in question."

It is stated that the Lord Chief Justice and Mr. Justice Bigham will leave England for South Africa in *The Briton* on the 9th of August.

At the Sheffield Quarter Sessions on Wednesday, says the *Daily Mail*, the Recorder, Judge Waddy, sentenced an old convict to three years' penal servitude for attempting to pick pockets. The prisoner: Beg pardon, Sir, but it's only an attempt. The Recorder: Yes, I know, and that is the sentence. It was pointed out, however, that the court could not give penal servitude for an attempt to steal, and the Recorder altered the sentence to eighteen months' hard labour.

THE COUNCIL OF THE INCORPORATED LAW SOCIETY AND MR. RICHARD PENNINGTON.

AT the meeting of the Council of the Incorporated Law Society, held on the 4th inst., the President (the Right Hon. Sir H. FOWLER, G.C.S.I., M.P.) said: Before we read the minutes we have a preliminary function to discharge, and I now call upon Mr. ADDISON to perform that duty.

Mr. ADDISON said: In offering to Mr. PENNINGTON the cup which is before us I wish to say a few words on behalf of the subscribers.—I may say on behalf of the Council, because every member of the Council has most gladly subscribed. We have chosen it not for its intrinsic worth, because the feelings which prompted our gift, and which we associate with it, can be measured by no such standard, but in the hope that in years to come it may recall to him, and may in some measure convey to those who come after him, the deep regard and esteem in which he is held by all of us, and which were felt towards him by many once with us but now no longer members of the Council. The inscription, in brief and restrained terms, says that the cup is "presented to Mr. PENNINGTON by his friends of the Council of the Incorporated Law Society to record their high appreciation of his long and exceptional services to the Council and the society, and their own personal regard and esteem for their greatly valued colleague." It is not in this room, nor to those who now hear me, that I need enter into any detail of what those services have been, but I must make a brief reference to them. Mr. PENNINGTON was elected to the Council twenty-three years ago, and from that time to the present he has devoted himself to the work and duties of his office with a singleness and untiring energy of purpose which we have always fully recognized. From the first, and year by year, his attendances at meetings of the Council have been the highest or amongst the highest, while as regards meetings of committees each year, Mr. PENNINGTON's attendance has been more than double—in some years much more than double—that of any other member of the Council. He has taken part in every important work, and we have been accustomed to associate his name with almost every committee. From the first he has given us the best of his time and his thought and his labour with an untiring and unsparing devotion which is beyond praise, and which has laid the Council, the society, and the profession at large under a heavy and lasting debt of gratitude. There is one branch of his services to which I must specially allude. I mean those in connection with the society's finances. Mr. PENNINGTON was elected chairman of the Finance Committee twenty years ago, and it is not too much to say that from that time to the present there is no item of expenditure or receipt, or any detail of the society's numerous and complicated accounts, which has not had his careful scrutiny, and on all questions of the appropriation of the funds, and all matters of principle in regard to them, we have always been accustomed to look to him for help and guidance. He took the position at a time when there had been disorganization and trouble in the society's accounts, and now he has reduced them to a most perfect and harmonious system. Under his careful control we have paid off our large debt to the bank and created a considerable surplus; we have provided large sums for the rearrangement of the system of drainage of this building, for the installation of electric lighting, and for other purposes, and lastly, we have now made arrangements for the extension of the society's building. In all these things the burden has fallen upon Mr. PENNINGTON. Before him have come the plans, specifications, contracts, and the details of the works and the settlement of the accounts. Year by year also he has prepared and settled the accounts rendered to the judges, to the Inland Revenue and to the Treasury, and has answered all inquiries and objections that have from time to time been made, and in so doing he has given complete satisfaction, not only to ourselves but to those with whom he has been brought into contact. And now when he feels, as we must all acknowledge, that the time has come when he must seek some relief from his labours, he leaves to his successor a task which is greatly lightened by the admirable order and system which he has introduced. I am sure you would not wish me to conclude without saying a word personal to our friend. Upright and honourable, he has at all times and in all places maintained and advocated the highest standard of professional conduct and honour, and has ever borne himself to us with a courtesy and consideration and a ready and kindly helpfulness which have never failed. We are not accustomed to employ the language of eulogy, nor to the presentation of testimonials, but we think this is an unusual and quite exceptional occasion, on which we may gratify our own feelings and offer to Mr. PENNINGTON that which, to a mind like his, is the highest reward and the greatest encouragement—the full and unstinted expression of our appreciation of his admirable work and services amongst us, and of our own deep, and, I may say for many of us, our affectionate regard for himself personally, and may utter the sincere and fervent

hope that many happy years of an honourable and useful life, both these halls and elsewhere, are yet before him.

The PRESIDENT said: Gentlemen.—It is not necessary that I should add anything to the admirable speech which Mr. ADDISON has made in which he has so fairly and gracefully pointed out the characteristics of Mr. PENNINGTON which this Council desires to honour on this occasion. I endorse every word Mr. ADDISON has said with reference to Mr. PENNINGTON's professional and personal character, and his relationships to this Council, not only as a hard-working member of the Council, but in one aspect which impressed me when I was elected a member of the Council—namely, his careful and complete grasp of the financial position of the Council—and you may depend upon it that in this Council, as elsewhere, policy depends a good deal on finance—and with reference to the payment off of the mortgage and putting the society in a position which I do not think it would be in if he had not devoted himself to the task with great ability and assiduity. We recognize that he has upheld the standing of the profession, and has never lost sight of the importance of the better education of the candidates for admission to the profession. In all these respects Mr. PENNINGTON has rendered great service, and I have officially on behalf of the Council to express their concurrence in Mr. ADDISON's remarks, and to add that the Council hope Mr. PENNINGTON will continue to serve the Council as far as he is able and to give them the benefit of his advice and example.

Mr. PENNINGTON, in reply, said: Mr. PRESIDENT, Mr. ADDISON, and friends.—When the heart is full it is very difficult to speak, and I will not occupy the Council many minutes. With pleasure on many occasions there is mingled a certain amount of sadness, and I think on this occasion that remark truly applies. I enjoy at the present time the pleasure of having things said about me which of course are extremely gratifying to me—whether I deserve them or not is quite another question—and I have also the great pleasure of receiving from those who have been good enough to offer it to me a very handsome and unexpected gift, which I do highly prize and which I hope the Council will accept my heartfelt thanks for. I cannot express—it is impossible for me to express in suitable language—my feelings. Reference has been made by Mr. ADDISON, and by you, Sir, to the services that I have performed here during the last twenty-three years, but more particularly in connection with the finances of this society during the last twenty years. Twenty years ago, at the request of Sir THOMAS PAYNE, who was our president at the time, I undertook the chairmanship of finance, in the absence of a gentleman who was then removed from us by illness. At any rate I may feel that what is happening to-day is evidence that the Council think that I have done my duty in that position to the best of my ability. I certainly have tried to do so, and it has been one of the greatest satisfactions I have had since I became a member of the Council that a debt of about £30,000, which existed at the time I became chairman of the Finance Committee, has disappeared—not from anything that I have done, but simply through the efforts of the Council to rid the society of a heavy liability, with such assistance as I have been able to give them in matters of detail with which they could not be expected to be acquainted. That debt has disappeared, and at the present time we have a very satisfactory balance at our bankers and a sum of £7,000 on deposit. Therefore the financial position of the society is all, I hope the Council will think, that could be reasonably expected in the circumstances. I said that on certain occasions, and this I thought was one of them, there is a certain amount of sadness mingled with the pleasure which of course I am enjoying. The sadness I feel arises from the fact that I must give up the work. I do so under advice which I cannot resist; and at my time of life it is quite intelligible that that advice I ought not to neglect. We have come to the parting of the ways, and I must deliver up my charge to someone else, who I trust will be found by the Council willing to undertake it, and to whom I shall always, while I remain a member of the Council, give every assistance in my power. Now, Sir, before I sit down, I must avail myself of this opportunity of thanking Mr. WILLIAMSON and all the members of the staff, with whom I have come into very frequent contact, for the very kind assistance and support they have always given me in connection with any matter with which I have had to deal during the time I have occupied the position of chairman of the Finance Committee. Nothing could have been more satisfactory than the conduct of those gentlemen from the highest to the lowest, and so far as I have been able to form an opinion on the subject, nothing could have been greater than the zeal which they have shewn in their respective departments. Now, Sir, having said that, I will only add that I thank the Council most sincerely for the kindness they have shewn me to-day.

The death is announced of Mr. Alexander Morrison, of Edinburgh, who was, with one exception, the oldest member of the Society of Solicitors to the Supreme Courts. Mr. Morrison was in his seventy-ninth year, and had one of the most extensive legal practices in Edinburgh.

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REVIEWS.

THE ENGLISH REPORTS.

THE ENGLISH REPORTS, VOL. 19 AND 20: PRIVY COUNCIL 8, 9, CONTAINING MOORE, INDIAN APPEALS, VOL. 6 TO 14. William Green & Sons, Edinburgh; Stevens & Sons (Limited).

We have to chronicle the completion in three volumes of the reports contained in the fourteen volumes of Moore's Indian Appeals. Next, we suppose, will follow the series of Chancery reports, which will be of the greatest value to practitioners, as giving within a comparatively small compass the whole of the cases contained in volumes which are sufficient to fill one side of a large room. We hope that the two volumes of the Eq. Cas. Abr. will form part of the series, for although that work, being arranged under headings, does not strictly come within the heading of reports, as understood in modern times, and, strange to say, is anonymous, it is frequently referred to, and gives the purport of decisions nowhere else to be found.

BOOKS RECEIVED.

Accidents to Workmen: being a Treatise on the Employer's Liability Act, Lord Campbell's Acts, the Workmen's Compensation Acts, and Matters Relating Thereto. Second Edition. By R. M. MINTON-SENHOUSE, Barrister-at-Law. (First Edition by MINTON-SENHOUSE and EMERY.) Sweet & Maxwell (Limited).

CORRESPONDENCE.

LAND TRANSFER.

[To the Editor of the *Solicitors' Journal*.]

Sir,—On the 4th inst. the First Lord of the Treasury, in answer to a question put by Mr. Butcher, stated that the Lord Chancellor had decided that no useful purpose would be served by an independent inquiry into the working in London during the past four years of the system of compulsory registration of title to land under the Land Transfer Act, 1897. A strong protest should, I think, be entered against this decision.

The Act was passed as a compromise, one of the terms of compromise being that the system of compulsory registration should be tried as an experiment in one county only for three years. Mr. Brickdale, the registrar, who is credited with having drafted the Act, explains in his work that the intention was that the experiment of making registration compulsory should have a trial of at least three years in the county first selected.

It is admitted that the new system does in fact add to the expense, delay, and trouble on the sale or mortgage of property. The suggestions made that the benefits of the system would be found in the future are now more and more recognized by experts as purely visionary; indeed, I have no hesitation in asserting that under the searchlight of an inquiry the whole case for the new red-tape system would crumble to pieces.

It is true that we are assured that the Government will give full effect to the section which provides for consulting the county councils before extending the operation of the Act outside the County of London. It is impossible to conceive that, in the face of the evidence available to prove the failure of the Act, the council of any other county will dream of adopting the system. If this is the case this result will follow, that one system of conveyancing will be in operation in the County of London and a different system in operation over the rest of the kingdom—an obviously intolerable state of affairs.

Is it too much to ask the authorities to reconsider, in the interests of the public, their decision not to hold an inquiry? If they will not do so, the public may be excused if it finds in this fact a significant confession of the failure of the Act.

J. S. RUBINSTEIN.

5, Raymond-buildings, Gray's-inn, July 9.

ESTATE DUTY—ADVOWSON.

[To the Editor of the *Solicitors' Journal*.]

Sir.—A. died in 1896 leaving property chargeable with estate duty at the rate of 6 per cent. By his will he devised an advowson to one of his sons (B.). A. had estimated the value of the advowson at £3,000, the amount he had paid for it some forty years previously, and apparently—though the will contained no express direction to that effect—intended all dues to be paid out of his estate. The advowson was, however, not included in the amount upon which duty was paid—obviously in view of section 15, sub-section 4, of the Finance Act, 1894.

B. has now sold the advowson for £1,500, and, as required by the

purchasers' solicitors, and to avoid delay in completion, has given his undertaking to pay the duty as assessed. He is informed from Somerset House that succession duty is not payable, but that further estate duty is. On a corrective affidavit, form C. 1, the duty has been assessed by adding the proceeds of sale to the aggregate amount already paid upon, and after deducting the estate duty and interest previously paid, charging the difference; in other words, 6 per cent. on £1,500—£90. Obviously estate duty is payable, but it does not seem quite so clear as to whether the advowson has properly been aggregated with A.'s estate.

Suppose, as might very well happen, the advowson had not been sold till 100 years hence, ought it then still to be considered as part of A.'s estate, and so on *ad infinitum*, no matter through how many hands it had passed? Should not a case such as this rather be considered as an estate by itself? Then again, assuming that duty might have been paid on an estimated value on A.'s death, leaving the estate to pay more or to claim a return, as the case might be, on a sale taking place, has B. any claim against A.'s executors or residuary legatees in respect of the duty which he now has to pay, and which would otherwise have been paid out of the estate? Or finally, without regard to the question as to whether A.'s estate has been distributed or not, should not A.'s executors or residuary legatee be the accountable parties, and not B?

J. B. W.

NEW ORDERS, &c.

GENERAL RULE UNDER THE COMPANIES (WINDING-UP) ACT, 1890.

The following Draft Rule is published pursuant to the Rules Publication Act:—

The powers given to the Registrar in Companies (Winding-up) by Rule 1 of the Companies (Winding-up) Rules, August, 1892, are hereby extended so as to apply to any action in which the chamber proceedings are by any Rules of the Supreme Court or otherwise directed to be dealt with by the said Registrar.

Copies may be obtained on application at the Lord Chancellor's Office, House of Lords.

July 2, 1902.

LIST OF PETITIONS IN COMPANY MATTERS STANDING OVER GENERALLY TO BE DISPOSED OF BY MR. JUSTICE BUCKLEY ON THURSDAY NEXT.

Name of Company.	Petitioner.	Number of Cause Listed	Date of Order to Stand Over Generally.
Accumulator Syndicate (Limited)	Company	52	Dec. 11, 1901
Bidason Railway and Mines (Limited)	F. Thorn	3	April 4, 1894
G. & S. Bracknell (Limited)	Continental Bottle Co.	9	April 15, 1896
British Goldfields of West Africa (Limited)	C. W. Cornwell	17	Dec. 20, 1897
Chameleon Patents Manufacturing Co. (Limited)	Marshalls (Limited)	49	Oct. 30, 1901
Cork Co. (Limited)	Shand, Mason, & Co.	37	Aug. 1, 1900
Dawe & Co. (Limited)	A. Whitchurch	5	Oct. 31, 1894
East Wealth of Nations Co. (Limited)	East Wealth of Nations Gold Co. (Limited)	29	April 13, 1899
East Wealth of Nations Gold Co. (Limited)	C. J. McCulloch & Co.	25	Jan. 11, 1899
Eastern Counties Bacon Factory (Limited)	Lalor & Kindersley	6	April 3, 1895
Frank Kirk (Limited)	L. J. Carnley and Others	33	Oct. 25, 1899
Glamorgan Central Permanent Benefit Building Society	Company	1	Jan. 21, 1893
Globe Blocks Mining Co. (Limited)	C. J. Fauvel and Others	14	June 2, 1897
Gold Reef of Western Australia (Limited)	G. E. D. Durnford	13	Jan. 11, 1897
Gray's Golden Crown (Limited)	North Fingall Reefs (Limited)	40	Nov. 28, 1900
Hampshire Brick and Tile Co. (Limited)	Sercombe & Co.	41	Feb. 6, 1901
Hit or Miss Proprietary Gold Mines (Limited)	E. L. Bennet and Others	27	Feb. 18, 1899

Name of Company.	Petitioner.	Number in Cause List.	Date of Order to Stand Over Generally.
Hull and Grimsby Circus and Public Hall Co. (Limited)	M. A. A. Beevers and Another	31	Aug. 30, 1899
W. H. Hyde (Limited)	City of London Manufacturing Co. (Limited)	38	Nov. 14, 1900
Iberian Iron Ore Co. (Limited)	Bullivant & Co.	34	Jan. 24, 1900
Industrial Inventions Development Co. (Limited)	A. J. Hill and Another	23	Oct. 26, 1898
Industrial Securities Investment Co. (Limited)	E. A. Hamlyn	2	April 26, 1893
Joseph Bull, Sons, & Co. (Limited)	W. T. Shaw & Co.	4	July 19, 1894
Kent Collieries Corporation (Limited)	Kent Coal Fields Syndicate and Liquidator	35	Feb. 7, 1900
Lancashire Finance Association (Limited)	Colt Gun & Carriage Co. (Limited)	45	June 5, 1901
London and County Newspaper Syndicate (Limited)	L. Spackman & Son	21	Oct. 19, 1898
London and Paris Finance and Exploration Co. (Limited)	Reservoir Hub and Components Co. (Limited)	15	Aug. 18, 1897
Manhanet Steamship Co. (Limited and Reduced)	Company	12	Dec. 7, 1896
Marlborough Hotels Co. (Limited)	Hudson Bros.	39	Nov. 14, 1900
National Light Railways Construction Syndicate (Limited)	A. Oakley	36	Mar. 21, 1900
New Coventry Cross Cycle Co. (Limited)	Dunlop Pneumatic Tyre Co. (Limited)	51	Nov. 13, 1901
Newman's Exploration Co. (Limited)	A. H. Balfour and Others	46	June 12, 1901
North Borneo Prospecting and Cultivation Syndicate (Limited)	William Peter Reina Newlands	16	Nov. 3, 1897
Otis Steel Co. (Limited)	Laura Relton	7	July 10, 1895
Pinyaking Consols (Limited)	W. P. Swinburne	24	Nov. 2, 1898
Pontypridd Improvements Co. (Limited)	P. J. Dunn and Others	11	July 15, 1896
Public Works Constructors (Limited)	H. Bateman	47	June 12, 1901
Pyramidal Syndicate (Limited)	S. Butterworth & Sons	28	Mar. 15, 1899
River Plate Electric Light and Traction Co. (Limited)	Glyn, Mills, Currie, & Co.	42	April 17, 1901
Smelting Corporation (Limited)	G. A. Watson & Co.	43	May 8, 1901
Société Vinicole de Turquie (Limited)	Company and Others	8	Oct. 30, 1895
South Australian Petroleum Fields (Limited)	J. Senior	18	Feb. 16, 1898
South Kent Water Co.	James Oakes & Co.	10	May 21, 1896
Starley Brothers and Westwood Manufacturing Co. (Limited)	D. Russell	26	Jan. 18, 1899
Teify Vale Mining Co. (Limited)	M. H. Davies & Son	22	Oct. 26, 1898
Transvaal Exploring Co. (Limited)	Thomas Baines	20	Aug. 12, 1898
Wheel Club (Limited)	H. J. Grimwade	19	Mar. 9, 1898
Ystalyfera Iron and Tin Plate Co. (Limited)	J. T. Newton	32	Sept. 13, 1899

The date for hearing appeals from the Railway and Canal Commission Court has been altered from Tuesday, the 22nd inst., to Thursday, the 24th inst.

The following resolution has been passed unanimously by the Middlesex and North London Sessions Bar mes: "That this mes has great pleasure in congratulating, on the recent recognition by the King of his long and great services to the county, Sir Ralph Little, C.B., K.C., who, as chairman of the quarter sessions of Middlesex, has ever maintained with the bar the most cordial relations of amity and good fellowship."

CASES OF THE WEEK.

Court of Appeal.

LEVI v. ANGLO-CONTINENTAL GOLD REEFS OF RHODESIA (LIM.). No. 1. 9th July.

PRACTICE — THIRD PARTY — COUNTERCLAIM BY DEFENDANT — CLAIM BY PLAINTIFF FOR INDEMNITY BY THIRD PARTY — RIGHT OF PLAINTIFF TO BRING IN THIRD PARTY — ORD. 16, R. 48.

Appeal from an order of Ridley, J., at chambers. The action was brought to recover £100 for director's fees. The defendants, in addition to a defence on the merits, counterclaimed for £437 10s. in respect of calls upon 500 £1 shares held by the plaintiff in the defendant company. The plaintiff thereupon served a third-party notice on one Taylor, under ord. 16, r. 48, upon the ground that Taylor had agreed to indemnify him against all loss or liability arising from calls on the shares and had agreed to provide the necessary moneys to pay the calls. Taylor entered an appearance, and upon a summons for directions the master held that there was no power in the plaintiff to serve a third-party notice on a counterclaim, and refused to give any directions. Ridley, J., held that there was jurisdiction in such a case to serve a third-party notice, and reversed the order of the master. The third party appealed, contending that by virtue of the definition of "plaintiff" and "defendant" in section 100 of the Judicature Act, 1873, and by virtue of ord. 16, r. 48-55, relating to third-party procedure, the right to serve a third-party notice was limited to the defendant in the action, and did not extend to a plaintiff against whom a counterclaim was delivered.

THE COURT (MATHEW and COZENS-HARDY, L.J.J.) dismissed the appeal. Their lordships held that, as a counterclaim was in the nature of an independent action, in which the plaintiff stood in the position of a defendant, the plaintiff could serve a third-party notice claiming indemnity against Taylor. There was therefore jurisdiction to bring in Taylor as a third party at the instance of the plaintiff, and the particular case was one in which the court should exercise its discretion by allowing the plaintiff to bring him in.—COUNSEL, Llewelyn Davies and Denis O'Conor; C. H. Swanton. SOLICITORS, Spyer & Sons; A. E. Timbrell.

[Reported by W. F. BARRY, Esq., Barrister-at-Law.]

Re WOOD. WOOD v. WOOD. No. 2. 2nd July.

WILL—CONSTRUCTION—GIFT TO ILLEGITIMATE CHILDREN BY NAME—GIFT TO NEXT-OF-KIN OF CHILDREN.

This was an appeal from a decision of Kekewich, J. (reported 50 W. R. 102). The testator, by his will, made in 1884, bequeathed legacies to his seven children, three of whom were born before his marriage with his wife, by name; and he directed his trustees to stand possessed of the residue of his estate after the death of his wife upon trust in equal shares for such of his seven therein before named children as should be then living and should attain twenty-one. He also directed his trustees to retain the legacy and share of residue which any daughter might take under the will, upon trust to pay the income to the daughter for life, and after her death, in case she should leave a husband surviving, for her husband for life, if she should so appoint, and subject thereto in trust for her children as in the will mentioned; and if there should be no child then in trust for the persons who at the death of the daughter would have become entitled to such share under the statutes for the distribution of the personal estate of intestates in case she had died possessed thereof without having been married. One of the testator's illegitimate daughters died after him and after his widow, having attained twenty-one, leaving a husband surviving her, but without having exercised in his power of appointment given to her by the will. She never had any issue. The question then arose whether her legacy and share of the residue devolved upon those persons who would have been her next-of-kin at the time of her death had she been legitimate, or whether the legacy and share went to her personal representative, or whether the legacy and share were to be divided among the persons who would be entitled on the footing of an intestacy of the testator. Kekewich, J., held that the legacy and share devolved upon the personal representative of the daughter. In his opinion, to let in the illegitimate relations under the gift to the persons who would have become entitled under the statute would be to take a step beyond any previously decided case. Such a step, his lordship thought, ought to be taken by the Court of Appeal or the House of Lords, not by a judge of first instance. The persons claiming as next-of-kin appealed.

THE COURT (VAUGHAN WILLIAMS, ROMER, and STIRLING, L.J.J.) allowed the appeal.

VAUGHAN WILLIAMS, L.J., said that he agreed with Kekewich, J., that if the appellants' construction were adopted, the court would be making a distinct advance beyond any previous case. His learned brethren, however, took the view that the decision could not be supported, and although he felt a difficulty, he was not prepared to differ from them, especially as they would thereby be giving effect to that which he believed was the intention of the testator—viz., that his children one and all should stand on the same footing.

ROMER, L.J.—This case is a curious one, but I think this appeal ought to succeed. It is clear upon this will that the testator intended that some persons would and should be capable of taking under the gift over in the event of the daughter's dying without issue. The question is, What persons were to take? The testator could not have intended the persons to take under the statute treating the daughter as illegitimate, for in that case no one could have taken if she had no issue. I decline to say that the testator

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intended the gift over to have no meaning. If he intended to treat the daughter as legitimate, has he shown what he intended by the gift over? His meaning is obvious. He has throughout the will shewn that all his children are to be treated as legitimate. In that way only can you give a meaning to the gift over. You are to ascertain the persons who are to take under the statute by treating all the children as legitimate. In my opinion effect can, and ought to be, given to the testator's intention.

STIRLING, L.J.—I am of the same opinion. The testator has described the seven children as his "children," and it follows that they are akin to him and to each other. The statute says that the personal estate of a person who dies intestate is to be divided among his next-of-kin in equal degree. These are the persons who are indicated by the testator as the objects of his bounty in case his daughter should die without children. Are the illegitimate daughters to be treated as having no kindred? Plainly it was this view of the testator that persons could be found who would succeed to the daughter's share. The illegitimate children are not to be treated as akin to no one, but as akin to each other and the other children.—COUNSEL, Warrington, K.C., and Chubb; Renshaw, K.C., and F. Thompson; P. O. Lawrence, K.C., and Peterson. SOLICITORS, Indermauer, Clark, & Parker; Field, Roscoe, & Co.

[Reported by J. L. STIRLING, Esq., Barrister-at-Law.]

Re EARL OF HARROWBY. EARL OF HARROWBY v. RYDER. No. 2. 4th July.

LEGACY—SUBSEQUENT ADVANCE—PART SATISFACTION—PRESUMPTION—CODICIL—EXPRESS PROVISION AS TO OTHER ADVANCES—REBUTTING OF PRESUMPTION.

This was an appeal from a decision of Cozens-Hardy, J. The facts were as follows: By his will, made in 1892, the late Earl of Harrowby bequeathed a sum of £10,000, together with a share of his residuary estate, to each of his sons, one of whom was the Hon. Edward A. D. Ryder. In May, 1893, Mr. Ryder was desirous of finding a sum of money for the purpose of purchasing a share in a business, and Lord Harrowby gave him £4,000 towards the sum required, together with £1,000 to furnish a house. In July, 1893, Mr. Ryder married, and by the settlement executed on the marriage he and Lord Harrowby jointly and severally covenanted with the trustees to pay to them £8,000 and interest within a year of the death of the survivor of the father and son, and there were certain other provisions respecting the son's insuring his life and vesting the policy in the trustee, and other matters. By a subsequent codicil to his will Lord Harrowby, after reciting the provisions of his son's marriage settlement, declared that any sum which he might thereunder be called on to pay the trustees of the settlement should be taken *pro tanto* in discharge of the legacy bequeathed to his son by his will or any other benefit which the son might take thereunder, his intention being that any money he might be called on to pay should be taken in part discharge of the legacy. Lord Harrowby died in 1900, and this summons was taken out to determine the question whether the legacy was discharged to the extent of £5,000 by the payments of £4,000 and £1,000 which he made to Mr. Ryder in 1893. It was contended on Mr. Ryder's behalf that the presumption of law that the payments were a discharge *pro tanto* of the legacy was rebutted by the express provisions as to the liability under the marriage settlement contained in the codicil, containing as it did no provisions respecting the £4,000 and £1,000. Cozens-Hardy, J., held that the payments discharged the legacy *pro tanto*. Mr. Ryder appealed.

THE COURT (VAUGHAN WILLIAMS, ROMER, and STIRLING, L.J.J.) dismissed the appeal.

VAUGHAN WILLIAMS, L.J., after stating the facts, said: It is contended for the appellant that the express provisions in the codicil as to the liability under the marriage settlement raise a presumption that the other payments are not to be taken in part discharge. The fact that the codicil is so drawn is no doubt admissible in evidence, and properly to be taken into consideration in determining whether the other advances were to be independent of the legacy. But apart from the codicil there can be no doubt that these advances would be presumed to be in part discharge of the legacy, and I have no wish to differ on such a point from the strong opinion of my learned brothers that the presumption ought not to be rebutted by the provisions in the codicil, even if my own opinion were different from theirs. There is not sufficient evidence of the testator's intention to rebut the presumption, and the appeal must be dismissed.

ROMER, L.J.—I think the judgment of Cozens-Hardy, L.J., is quite right, and that the presumption of law is in no wise rebutted by the express provisions as to the settlement liability. The £5,000 and the sum for which the father was liable under the settlement are quite distinct sums, given at different times, and for different purposes, and I can see no legal connection between them. To raise from the express provisions the inference that the father did not intend the £5,000 also to be brought into account would be mere speculation, into which I decline to enter. The settlement liability might have been expressly referred to for other reasons quite consistent with a desire on the father's part that the £5,000 should be brought into account—e.g., to provide against difficulties arising from the peculiar provisions of the settlement, or doubts as to there being a relation of surety and debtor between father and son in respect of the settlement moneys. Where the law raises a presumption such as this you cannot displace it merely by the existence of express provision as to another and a distinct sum.

STIRLING, L.J., delivered judgment to the same effect.—COUNSEL, Theobald, K.C., and Howard Wright; F. Vaughan Hawkins. SOLICITORS, Farrer & Co.

[Reported by H. W. LAW, Esq., Barrister-at-Law.]

High Court—Chancery Division.

WOOLFE v. AUTOMATIC PICTURE GALLERY (LIM.). Kekewich, J. 1st July.

PATENT—AMENDMENT OF SPECIFICATION—PETITION FOR REVOCATION PRESENTED AFTER APPLICATION FOR AMENDMENT MADE—PATENTS, DESIGNS, AND TRADE-MARKS ACT, 1883 (46 & 47 VICT. c. 57), ss. 18 (10) AND 19.

Point of law. The plaintiff took out this summons for the determination of certain questions of law, the answer to which turned upon the true construction of sections 18 and 19 of the Patents, Designs, and Trade-Marks Act, 1883. The facts, so far as material, were as follows: the plaintiff was the registered owner of Letters Patent No. 12,160 of 1898 granted to him for an insertion of "Improvements in apparatus for receiving coin and displaying stereoscopic or other pictures or effects in exchange." On the 1st of April, 1901, the plaintiff made an application under section 18 of the Act of 1883 for leave to amend his specification. On the 3rd of July the defendants presented a petition for the revocation of the patent, having obtained a fiat of the Attorney-General. On the 9th of August, the plaintiff's application was heard before the comp'roller, and on the 14th of August the latter granted leave to amend the specification in the manner desired. The defendants appeared at the hearing and took the point that as the petition for revocation had been presented before the application for amendment had been carried through, the provisions of subsection 10 of section 18 applied to the case and rendered the application informal and null, and that such application ought to have been made under section 19 of the same Act under an order of the court giving leave to the patentee to apply, and that the comptroller had no jurisdiction to allow the amendment. On the 26th of September the plaintiff issued the writ in this action for infringement of his patent on the amended specification, and the defendants, by their defence to the statement of claim in the action, pleaded that the application and the leave to amend were *ultra vires* and of no effect. Section 18 of the Act of 1883 provides that a patentee may seek leave to amend his specification by way of disclaimer, correction, or explanation, and prescribes the formalities requisite prior to and upon such application and the effect of leave being given; and sub-section 10 is as follows: "The foregoing provisions of this section do not apply when and so long as any action for infringement or other legal proceeding in relation to a patent is pending." Section 19 provides that "in an action for infringement of a patent or in a proceeding for revocation of a patent the court or a judge" may (in effect) order that the patentee shall be at liberty to apply for leave to amend his specification by way of disclaimer, but gives no power to grant liberty to apply for leave to amend when the amendment is sought by way of correction or explanation. The only questions to which argument was directed were (in effect) as follows: (1) Was the decision of the Comptroller on the 14th of August effectual to authorize and enable the plaintiff to amend his specification? and (2) Did the presentation of the petition on the 3rd of July render the plaintiff unable during the pendency thereof to make any application at the Patent Office having for its object to obtain leave to amend his specification, save only such application as the court or a judge should, under the provisions of section 19 of the Act of 1883, order that the plaintiff should be at liberty to make, and did it, save in respect of such an application so ordered, deprive the comptroller of jurisdiction to hear and determine the application of the plaintiff? It was contended for the plaintiff that the word "pending" meant pending at the time the application was first made, and that section 19 had no relation to the case where a petition for revocation was presented subsequently to the application being made, and there were cited *Singer v. Stasen* (1 R. P. C. 121), *Farbenfabriken Form. Fr. Bayer & Co. v. Becker* (8 R. P. C. 389), and *Andrew v. Crossley Bros.* (9 R. P. C. 165). For the defendants it was urged that an application for leave to amend was not merely the filing of one document but a continued process involving several stages: if during such process a legal action or petition was brought or presented the effect was that all further proceedings under section 18 were suspended and section 19 became applicable: *Re Deely's Patents* (11 R. P. C. 72).

KEKEWICH, J., said that unless he could find authority the other way, he did not think there was any reasonable doubt as to the construction of the sections in question. [His lordship read the sections and stated the points at issue.] Though as a general principle it was not safe to construe an Act of Parliament by reference to *a priori* considerations, yet it was necessary to look to what the intention of the Legislature was in framing a given statute. In the present case it was obvious to everyone that the Legislature recognized that it would be a fair right to confer on a patentee to allow him to make those amendments in his specification which through carelessness or ignorance or otherwise had been omitted—that it was only fair that a man should be allowed to come and say that after all he did not claim something or all that he had originally claimed, or that he had made a slip which needed correction, or that he had not properly explained something which required proper explanation. The Legislature recognized that to allow all this would be fair provided no other person was injured by it, but it would be obviously unfair to allow a patentee to do this when some rival inventor or claimant had presented a petition to revoke the grant originally made to the patentee. So long as there was nothing of that kind no reason could be urged why honest alterations should not fairly be made. The Legislature went even further, and provided, by section 19, that even when proceedings had commenced the court might still upon fair terms in its discretion grant leave to a patentee to apply by way of disclaimer, although not in that case by way of

correction or explanation. Such being the scheme of the Act, why should an application, properly made in the first instance, be suspended by proceedings commenced at a later date? If the defendants were right in their contention, then the very day before the comptroller gave his decision upon the application for amendment, and after all the preliminary steps under section 18, such as giving notice and advertising, had been taken with regard to the application, it would still be possible by presenting a petition for revocation to stop all further proceedings at the last moment, and to nullify all that had been previously done; that would be a monstrous construction to put upon the Act, and unless forced by authority he should decline to construe it in that way. If no legal proceeding was pending the application might be made, and there was nowhere to be found any provision that an application having been once duly made should not be gone on with. It would be quite against the principle of the Act, and something very near an absurdity, if proceedings properly commenced should be stopped by something which occurred after their commencement. His lordship proceeded to review the authorities cited, and was of opinion that he was not concluded thereby. In *Singer v. Stassen, Fry, L.J.*, thought as he did, but as the remarks of Fry, L.J., in that case were *obiter dicta* he should not rely upon them as an authority. In *Re Dely's Patents* it was true Chitty, J., said that proceedings before the comptroller under section 18 were suspended by the subsequent presentation of a petition, and gave leave to proceed under section 19, but the point was not argued before Chitty, J., or a definite opinion elicited from him on the point; the order was made on the hypothesis, and there was nothing to show that in that case the mind of the learned judge was brought to bear upon the point in such a way as to constitute a judicial decision by him. His lordship held that the application could properly go on and be adjudicated upon, and that the comptroller had jurisdiction to decide upon it. Judgment for plaintiff.—COUNSEL, Terrell, K.C., and A. J. Walter; J. Fletcher Moulton, K.C., and J. W. Gordon. SOLICITORS, Field, Rose, & Co.; W. V. H. Cobbett.

[Reported by ALAN C. NESBITT, Esq., Barrister-at-Law.]

Re TWEED. BUCKMASTER v. MOSS. Farwell, J. 3rd July.

WILL—SPECIFIC LEGACY—HOUSEHOLD FURNITURE AND HOUSEHOLD EFFECTS.

The testator in this case was a manager of a branch of a bank. Under his agreement with the banking company he received a salary of £300 a year, and in consideration thereof gave not only his services but the use for the purposes of the bank of premises adjoining his own freehold residence called "Marshalls," which premises were also part of his freehold. The clerks, &c., of the branch were employed and paid by the banking company. The testator had at one time been engaged in the wine trade, but had long ceased to trade, and now had a stock of wine worth about £500, part of which was in a cellar under his private residence, and part in a cellar under the bank premises, which was approached by a stair under the cashier's seat. There was a door between the testator's residence and the bank premises, and the testator used to come into the bank premises in the evening and fetch wine. There was also on the bank premises furniture, other than ordinary office furniture, belonging to the testator. In rear of the testator's private residence was a conservatory built against the house, but not entered by a door from the house. By his will the testator gave to the defendant Moss a house elsewhere, but not his residence or the bank premises, which he directed should be sold, and he also gave to her "all my household furniture, plate, linen, china, printed books, and other household effects in my house called Marshalls." A summons was taken out by the executors, asking whether by this gift the following articles passed to the defendant Moss: (1) The wine in the cellar under Marshalls; (2) the wine in the cellar under the bank premises; (3) the furniture in the bank premises; (4) the chandeliers and gas fittings in Marshalls and the bank premises; (5) the plants in the greenhouse; (6) a horse, carriages, a dog, a haystack, and other outdoor effects on the grounds of Marshalls; (7) the testator's wearing apparel, trunks, walking sticks, and other articles of personal use.

FAREWELL, J., held that by the gift in question the wine in the cellar under Marshalls passed; that, since the agreement above mentioned gave the banking company no interest in the bank premises, the wine in the cellar under them also passed; that private furniture, but not office furniture in the bank premises, passed; that, in view of the fact that the house was directed to be sold, it must not be stripped, and accordingly the chandeliers and gas fittings did not pass; that the greenhouse, being built against the house, was part of the house, and accordingly the plants in it passed; that household effects did not include all effects on the premises which would have passed under a gift of the house, and accordingly the outdoor effects did not pass; that the wearing apparel, &c., did not pass.—COUNSEL, Stokes; Uyjohn, K.C., and C. J. Mathew; Jenkins, K.C., and P. Wheeler. SOLICITORS, Fowllon & Co.; Wollacott & Moss.

[Reported by GODFREY R. BENSON, Esq., Barrister-at-Law.]

Re CHENOWETH. WARD v. DWELLEY. Farwell, J. 25th June.

GAVELKIND—DESCENT—PARTIBILITY AMONG HEIRS MALE—COLLATERALS—EXTENSION.

Francis Chenoweth died on the 23rd of March, 1901. An originating summons was taken out to determine the construction of his will, and the court found that in the events that had happened Francis Chenoweth had died intestate as to his residuary real and personal estate. The usual inquiries were directed as to who was the heir-at-law and who were the heir or heirs according to the custom of gavelkind. At his death the testator held four freehold houses at Milton, near Gravesend, in the county of Kent. The presumption was that these houses were held by

the tenure of gavelkind, and there was no evidence to rebut it. The testator left no lineal descendants, and no brothers or sisters or lineal descendants of them; his nearest collateral male relatives on the paternal side at the time of his death being two first cousins and three sons of a deceased first cousin. The point to be decided was whether the rule, that land held according to the custom of gavelkind was partible among the nearest male heirs, extended to collaterals in all degrees, or to the issue of brothers and sisters only. Counsel for the heir-at-law argued that the custom did not extend beyond brothers and sisters and their issue.

FAREWELL, J., held that the question was one of law and not of fact, in this respect differing from questions relating to ordinary manorial customs which had to be established by evidence. The tenure of gavelkind was, however, part of the common law as to land in Kent. In so far as it was a question of law it was necessary, according to the usual practice of the courts, in the absence of direct decisions, to cite the opinions of learned writers on the law. His lordship found on consulting works such as Robinson on Gavelkind (3rd ed., at p. 117), Watkins on Descent, Chitty on Descent, the Third Report of the Real Property Commissioners, and Mr. Elton's book on the Tenures of Kent, that the opinion generally held was in favour of the absolute generality of the rule as to partibility. As against this view there were only the opinion of two conveyancers given in the case of *Gooding v. Gooding*, a case which was settled but was discussed in Chitty on Descent, p. 183, and a statement made in Bacon's Abridgment under Descent. But even assuming that the question was one of fact and not of law, it was clear from *Doe d. Mason v. Mason* (3 Wilson 63) that a single instance was sufficient to prove a custom of the sort, and such an instance was found in an unreported case of *Cole v. Wade* (Robinson on Gavelkind, 3rd ed., p. 117), from which it appeared that second cousins once removed had been accepted as co-heirs in gavelkind. The result was that he found as a question of law, that the rule of partibility in gavelkind extended to collaterals to the remotest degree.—COUNSEL, H. Langford Lewis; Jenkins, K.C., and Greenwood; Uyjohn, K.C., and J. Randall Stainer. SOLICITORS, Calkin, Lewis & Stokes.

[Reported by J. H. DAVIES, Esq., Barrister-at-Law.]

High Court—Probate, &c., Division.

In the Goods of ARTHUR DENNIS AUGUSTIN BURNS (PRESUMED DECEASED). Jeune, P. 7th July.

PROBATE—LEAVE TO SWEAR DEATH.

This was a motion for leave to swear the death of Mr. Dennis Burns, who was a gunner on board H.M.S. *Condor*. The Rev. James Stephen Burns and the Rev. Michael John Burns, brothers of Mr. Burns, deposed to their belief in the death of their brother when the *Condor* foundered in December, 1901. The deceased was insured in the Prudential Assurance Co., and a certificate from the Admiralty had been obtained stating that Mr. Burns was on board at the time when the ship sailed.

JEUNE, P., gave leave to swear the death as having occurred in or since December, 1901.—COUNSEL, *Le Bas*. SOLICITORS, Church, Rendell, & Co., for Pitts, Tucker, & Sons, Barnstaple.

[Reported by Gwynne Hall, Esq., Barrister-at-Law.]

In the Goods of SARAH PAGE (DECEASED).

PROBATE—ADMINISTRATION GRANT TO EXECUTOR OF SURVIVOR.

This was a motion for a grant of administration to the estate of Sarah Page, with her will annexed, to James Page, and for leave to swear her death. It appeared that Sarah Page was the mother of the applicant. On the 10th of December last Mrs. Page, who was in a very feeble state of health, was in her eightieth year. She was being attended by Hannah Hilton, the sister of the applicant in this motion, she being of a very robust nature and middle-aged. On Thursday, the 12th of December last, Mr. James Page was sent for by a neighbour, who informed him that his mother and sister had not been heard of since the preceding Tuesday. The house was found closed, and no answer could be obtained, and after an entry had been effected it was discovered that the two women were in one of the bedrooms lying dead in bed together and the room was full of gas. It was clear that both had been asphyxiated and the doctor who examined the bodies was of opinion that Hannah Hilton had survived Mrs. Page as it was found she had bled from the nose, which no doubt would have had a beneficial effect upon the sufferer and tend to prolong life. She was, moreover, much younger and more robust of heart. James Page was the sole surviving executor of the will of Hannah Hilton, and a consent to the court making the grant had been obtained from the universal legatees.

JEUNE, P., granted administration *cum testamento annexo* to the daughter's executor as prayed, and allowed the death of the said Mrs. Hilton to be sworn on the 12th of December, she having presumably survived Mrs. Page.—COUNSEL, Priestley. SOLICITORS, Rowcliffes, Rawle, & Co.

[Reported by Gwynne Hall, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

BROWNE v. FURTADO. Phillimore, J. 20th June.

INLAND REVENUE—INHABITED HOUSE DUTY—SCHOOL PREMISES—EXEMPTION FROM DUTY—48 Geo. 3, c. 55, SCHEDULE B (2)—41 & 42 VICT. c. 15, s. 13, SUB-SECTION 2.

Special case stated by the commissioners for the general purposes of

income tax and inhabited house duties for the division of Upper Pevensey, in the county of Sussex. The commissioners assessed the appellant, the Rev. E. L. Browne, at £750 for inhabited house duty in respect of a house, school buildings, and grounds situated in Eastbourne. The appellant contended that certain of the buildings which were included in the assessment should not have been so assessed. The facts set out by the special case were as follows. The appellant is the owner and occupier of the property which is the subject of assessment, and carries on there a school at which boys are boarded, educated, and prepared for public schools. The part of the property which was admitted to have been correctly included in the assessment included the residence of the appellant, the residence of the assistant masters, and the dormitories and living rooms used by the boys. The portion of the property which the appellant contended had been wrongly included in the assessment consisted of fives-courts, closets, changing-rooms, a play-room with a gymnasium over it, class-rooms, a carpenter's shop with store-room above, and a chapel. No persons sleep in or over any of the above rooms. The buildings in dispute are separated from the rest of the school buildings by a wall, and the only means of internal communication between the buildings in dispute and the rest of the school buildings is by a doorway and door in the wall on the ground floor, which is reached by a roofed passage. The whole of the buildings included in the assessment are contained in the same enclosed grounds owned and occupied by the appellant. On behalf of the appellant it was contended that the buildings in dispute, or some of them, were not liable to be included in the assessment to inhabited house duty, because (1) they ought not to be valued with the dwelling-house or otherwise charged with inhabited house duty under any of the rules of Schedule B of 48 Geo. 3, c. 55; (2) they were entitled to exemption by virtue of section 13, sub-section 2, of 41 & 42 Vict. c. 15, as being occupied solely for the purposes of the profession of schoolmaster by which the appellant sought a livelihood; (3) they were capable of complete severance from the rest of the school buildings by closing the door in the wall referred to above, and were capable of being a distinct property or distinct subject of lease, and of being separately occupied and used for the purposes of a school. The surveyor of taxes admitted that the buildings in dispute were not halls or offices within the meaning of rule 5 of Schedule B of 48 Geo. 3, but he contended that the buildings in dispute were properly included in the assessment because, by reason of the internal communication which existed between the disputed buildings and the remainder, they formed a portion of a dwelling-house, and even apart from the internal communication, they fell within the description contained in rule 2, Schedule B, 48 Geo. 3, c. 55, and belonged to and were occupied with the dwelling-house, both being used for the common general purpose of the boarding school, and being in the same occupation. The following cases were cited: *Re The British and Foreign Bible Society* (1 Tax. Cas. 13), *Clifton College v. Thompson* (44 W. R. 410; 1896, 1 Q. B. 432), *Charterhouse School v. Gayler* (44 W. R. 410; 1896, 1 Q. B. 437), *Grant v. Langston* (1900, A. C. 383), *Attorney-General v. Mutual Tontine Westminster Chambers Association (Limited)* (24 W. R. 996, 1 Ex. D. 469), *Young v. Douglas* (1 Tax. Cas. 227), *Smith v. Petrie* (3 Tax. Cas. 155), *Russell v. Coutts* (1 Tax. Cas. 469), *Corke v. Brims* (1 Tax. Cas. 531), *Clerk v. British Linen Co.* (2 Tax. Cas. 95), *Union Bank of Scotland v. Forster* (4 Tax. Cas. 385), *Lambton v. Kerr* (43 W. R. 541; 1895, 2 Q. B. 233).

PHILMORE, J., held that with the exception of the closets, passage, and the two changing-rooms, the contention of the appellant was right. The fact that there was internal communication between the different portions of the premises was not conclusive to shew that they were all one house. In order to decide whether such was the case one must look at the architectural and physical arrangement of the buildings, and the history of their construction. He, the learned judge, was of opinion that the premises were two buildings and not one house only, and, therefore, only that part which was a dwelling-house was liable to be assessed for the payment of duty. Therefore, except as to those parts already referred to, the buildings were not an inhabited dwelling-house or part of an inhabited dwelling-house within the Acts under which inhabited house duty was payable. Judgment for appellant.—COUNSEL, T. G. Carver, K.C., and Llewelyn Davies; Sir E. Carson, S.G., and S. A. T. Rowlatt. SOLICITORS, Solicitor of Inland Revenue; Thorne & Welsford.

[Reported by E. G. STILLWELL, Esq., Barrister-at-Law.]

Solicitors' Cases.

Re BUCKWELL & BERKELEY. Kekewich, J. 2nd July.

PRACTICE — COSTS — TAXATION — "DISBURSEMENT" — MONEY PAID TO "SECURITY FOR COSTS ACCOUNT"—SOLICITORS ACT, 1843 (6 & 7 VICT. c. 73), s. 37.

This was a summons to review the taxation of a bill of costs taxed as between solicitor and client, objection having been taken by the solicitors, the applicants, to the disallowance of items of £5 and £8 respectively paid by them to the "security for costs account" in respect of discovery and interrogatories respectively under ord. 31, rr. 25, 26, and 27. The objection taken was that the moneys in question had been paid by the solicitors out of their own pocket, and that they had not received anything from their clients and had not charged an attendance for obtaining the money. The taxing-master's answer to the objection in each case was that "This deposit cannot be allowed, as the solicitors can obtain the return of it; the costs of doing this are subsequently allowed." The effect of disallowing these items was to reduce the bill on taxation by more than one-sixth. It was contended on behalf of the solicitors that it was a proper payment in the interests of their clients and a disbursement

within the meaning of section 37 of the Solicitors Act, 1843, and in support reference was made to *Re Remnant* (11 Beav. 603) and *Re Metcalfe* (30 Beav. 406). For the clients it was argued that the items were payments which a solicitor was under no liability to make, and should have appeared in a separate cash account and not in a bill of costs: *Re Remnant (supra)*, *Re Kingdom & Wilson* (1902, 18 T. L. R. 588).

KEKEWICH, J., in giving judgment, said that, speaking for himself and as a general rule, he had the greatest hesitation in differing from a taxing-master whose business it was to tax bills and who had them daily before him and would be much more likely than his lordship to understand the practice in such matters. In the present case, however, the taxing-master had given a reason for disallowing the items in question without giving any statement of the practice of the office with regard to such items. If he had stated that it was usual to disallow such items, his lordship would have required further information upon the point and a certificate of the taxing-master, but this was not the present case; the only reason given was that the solicitors could get the money returned; that was, in his lordship's opinion, not a good reason. It might be difficult, it was true, to find a case quite analogous in which a payment that had been made but that could be returned on application in a certain event should yet be allowed; but what was important was not that fact, but the character in which the solicitor made the payment, whether as solicitor or as general agent. His lordship referred to *Re Remnant (supra)*, and approved of the distinction there drawn by Langdale, M.R., between acts done as solicitor and acts done as agent; as agent a solicitor sometimes did things generous even to folly, and payments made in that way could not be brought into a bill of costs; the agency there arose by virtue of the professional relation, not by virtue of the professional character, but if he acted as a solicitor the payments made in the prudent course of his business were disbursements, and he saw no difference between £5 paid for discovery and sums paid to counsel or for office copies, stamps, &c., &c.; they seemed to him to fall under the same rule: further, it would be extremely inconvenient if he were to hold with the taxing-master in the present case; if a solicitor was not bound to pay as solicitor the result would be that whenever an affidavit of documents was applied for, a long delay would ensue, because of the non-liability of the solicitor to make the payment requisite for the purpose; in his opinion, where necessary, such payments were as necessary as any others which solicitors were called on to make; the money, of course, could come out of court upon the application of the client or the solicitor under rule 27 of order 31. The bill must go back to the taxing-master for revision, with the foregoing expression of his lordship's opinion. His lordship, in the interests of the profession, gave leave to appeal.—COUNSEL, E. E. Humphreys; E. W. Hansell. SOLICITORS, Biggs, Roche, Sawyer, & Co.; Cameron, Kemm, & Co.

[Reported by ALAN C. NESBITT, Esq., Barrister-at-Law.]

LAW SOCIETIES.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, on Wednesday, the 9th of July, Mr. Robert Cunliffe in the chair, the other directors present being Messrs. W. F. Blandy (Reading), H. Morton Cotton, Robert Ellett (Cirencester), W. H. Gray, J. R. B. Gregory, Sir George H. Lewis, Messrs. W. A. Sharpe, F. W. Stone (Tunbridge Wells), R. S. Taylor, and J. T. Scott (secretary). A sum of £640 was distributed in grants of relief, twenty-four new members were admitted to the association, and other general business was transacted.

THE HARDWICKE SOCIETY.

The annual dinner of the Hardwicke Society took place on Tuesday at the Hotel Cecil. Mr. J. F. W. Galbraith, the president, was in the chair, and among those present were Lord Macnaghten, Lord Hardwicke, Lord Desart, Lord Davey, Lord Robertson, Lord Justice Vaughan Williams, Mr. Justice Bartlett (of the Supreme Court of New York), Lord Justice Cossens-Hardy, Sir Andrew Scoble, Sir J. W. Bonser, Lord Justice Mathew, Mr. Justice Wills, Mr. Justice Kennedy, Mr. Justice Girouard, Mr. Justice Mason, Mr. Justice Barnes, Mr. Justice Buckley, Mr. Justice Byrne, Mr. Justice Swinfen Eady, Sir Albert Rollit, M.P., and many other members of the bench and both branches of the profession. After the usual loyal toast, Sir Charles Tupper gave that of "The Houses of Parliament," to which Lord Desart and the Attorney-General for Scotland responded.

Lord Robertson, in proposing "The Hardwicke Society," said that it was hopeless to bring up a tribe of lawyers spoon-fed; that the great thing was to cultivate the qualities of action, resource, thought; in fact, all the qualities which found success in other branches of life. In the Hardwicke Society they got a specific subject to discuss in politics or in literature, and he thought that every one who was worth his salt had found that if they were given a subject of that kind they were not confined to it, but their thoughts expanded into neighbouring subjects. Therefore in his advocacy of the Hardwicke Society, and other societies of which it was the type, he was in favour of the systematized education of members of the bar in those subjects of interest which made for the development of men of affairs.

The President, in responding to the toast, said that they had hoped to entertain, in addition to the other distinguished guests, all the Colonial Premiers at present in this country. They had all accepted their invitation, but at the eleventh hour the society was deprived, by an overriding Royal command, of some of the guests who they had hoped to welcome

that evening. He reminded the company that they had among them both past and present members of the society. Some had long since left the arena of academic debate, and were glad to meet there to recall old friendships and, it might be, realized ambitions, to freshen and to quicken memory, the only source of perpetual youth. There were others before whom the future, with what of success or failure it might contain, yet lay on the knees of the gods. To none of these did the society need any justification. They welcomed their guests out of their soul, and he thanked all on behalf of the society for the warmth with which they had received the toast.

Mr. Don M. Dickinson, of the American bar, said he desired to voice the sincere and heartfelt sentiment of sympathetic joy of all the people of his country which had sought every avenue of expression to us from across the water in the certainty of the good recovery of the illustrious patient of Buckingham Palace, who as Prince and King, like his great and noble mother, had already made for himself a warm place, not only in the breasts of all the peoples of his great Empire, but also in the hearts of the English-speaking people, more than seventy millions of whom were citizens of the Republic of the United States, and who did feel for us and rejoiced with us in our joys and sorrowed with us in our griefs. This feeling had in a sense arisen within the last quarter, say, half a century. From and including the time of the Jubilee, and later, the death of her late Majesty, down to the serious illness and happy convalescence of the King, it had been variously expressed; but by none more truly, by none more satisfactorily to the people, or in more close touch with the hearts and the meaning of the people of the United States than by their own chief citizen, as close to the people as any President in the history of the Republic, the gallant, chivalrous, knightly gentleman, a true knight indeed, after the pattern of our own Sir Philip Sydney, without fear and without reproach—Theodore Roosevelt. Mr. Dickinson concluded by proposing the toast of "The Bench."

Lord Macnaghten, in responding, said that when he was a young man, when briefs were few and hopes were scarce, he asked the advice of a friend. He was told: "If you feel very shy and very diffident, always remember that the judges are paid to listen to you." Sometimes, when he was sitting in the House of Lords, he thought that that secret had got abroad.

Lord Justice Mathew, in proposing the toast of "The Bar," alluded to the experience of himself and others connected with the society in its early stages as an incentive to perseverance on the part of junior members of the profession. He added that the repetition to which judges were subjected was not a great grievance, but in warm weather it became a little serious. The interruptions of the bench were the compliments which the judges paid to the bar, for they never interrupted a fool. It was an undoubted advantage that Parliament passed skeleton Acts for lawyers to fill up.

Sir Edward Clarke replied to the toast.

The final toast of "Our Guests" was proposed by the Common Serjeant, responded to by Lord Justice Cozens-Hardy.

LEGAL NEWS.

APPOINTMENTS.

Mr. GEORGE REGINALD SILLS, solicitor, of Lincoln, has been appointed by the Chancellor of the Duchy of Lancaster to be Steward and Receiver of the Duchy in the Bail of Lincoln.

Mr. J. W. THOMPSON, barrister-at-law, has been appointed Secretary to the Commissioners under the London Government Act, 1899, in the place of Mr. Claud Schuster, resigned.

CHANGES IN PARTNERSHIPS.

DISSOLUTIONS.

MATTHEW JOHN BLEWITT, FRANCIS JUBAL REYNOLDS, JOHN GIBBARD HURST, ARCHIBALD HARGRAVE BLEWITT, and MATTHEW CLIVE BLEWITT, solicitors (Blewitt, Reynolds, & Co.), Birmingham and Colehill, and at 61, Carey-street, Lincoln's-inn, London. June 30.

CLEMENT WALDRON and CLEMENT RICHARDS WALDRON, solicitors (Waldron & Son), Cardiff and Llandaff July 1. [Gazette, July 4.

GENERAL.

At Guildford on Wednesday, upon the presentation of the honorary freedom of the borough to Mr. Ferdinand Smallpeice, who for upwards of a quarter of a century filled the office of town clerk, it was stated, says the *Daily Mail*, that 400 years ago exactly Thomas Smallpeice was Mayor of Guildford, and since then no fewer than thirteen other members of the family have filled the chair.

A story is told, says the *Central Law Journal*, of an Illinois attorney who argued to the court one after another of a series of very weak points, none of which seemed to the court to have any merit, until the court finally said: "Mr. —, do you think there is anything in these points?" to which the attorney answered: "Well, judge, perhaps there isn't much in any one of them alone, but I didn't know but your honour would kind of bunch 'em."

The men of the Fijian Constabulary, who excited so much admiration at the review of the Colonial troops, visited the Law Courts on Thursday in last week. Their British confreres on duty at the Law Courts were, says the *Daily Mail*, a little startled when the brake conveying the dusky giants drew up. They drew back, and saluted as these splendid beings stalked with the dignity of Lord Chief Justices into the hall. Their bare feet

beneath their short white petticoats fell with the lightness and the silence of a panther's tread upon the flags. With an air of lofty wonder they marched through the building, peeping in at the Admiralty Court. Then they paid a visit to the Lords of Appeal. They considered that though the style of the judges' coiffure was the best they had seen in England they preferred their own. This, perhaps, is scarcely to be wondered at, as, to some extent, hair makes the man in Fiji. Originally black, their long hair is first bleached, then dyed, and finally frizzed till it stands bolt upright from their heads for a foot or more. It is an awe-inspiring sight. As the Fijians left the building they turned to gaze at it with reverence. The sight of New Scotland-yard did not move them more.

By Proclamation No. 14 of 1902 of the Transvaal, says the *South African Law Journal*, there is established at Pretoria a Court of Record to be called "The High Court of the Transvaal." It consists of so many members as the Governor may appoint, not being less than four, one of whom is the president and is known as the "Judge President of the High Court of the Transvaal"; it may sit in more than one division at the same time. The court has jurisdiction in all matters, whether arising after or prior to the annexation of the Transvaal to his Majesty's dominions, with certain specified reservations in respect of the administrator, the commander-in-chief, persons engaged in the suppression of hostilities, sentences of military courts and arrests under martial law. The proclamation also provides that the court shall not exercise jurisdiction in any matter prior to the 1st of September, 1900, unless the defendant has been served with the process either personally in the Transvaal or in such other manner as the court may direct. The law of the colony is to be the Roman-Dutch law except so far as it is modified by legislative enactments. Right to appeal to the Privy Council is given, and the appealable value is fixed at £2,000. The first judges of the High Court are: The Hon. Sir James Rose Innes, K.C., K.C.M.G., late Attorney-General of the Cape Colony, to be Judge President; the Hon. William Henry Solomon, late Puisne Judge of the Supreme Court of the Cape Colony, to be First Puisne Judge; Johannes Wilhelmus Wessels, Esq., barrister-at-law, to be Second Puisne Judge; and the Hon. Sir William James Smith, Kt., late Chief Justice of British Guiana, to be Third Puisne Judge. The personnel of the court is a very strong one. The date of opening of the court for public business was the 9th of May, 1902.

At the Lewes Assizes on the 5th inst., before Mr. Justice Phillimore, Francis Herbert Pope, twenty-six, was tried on a charge under section 5, sub-section 1, of the Criminal Law Amendment Act, 1885. At the close of the case for the prosecution, and before the closing speeches of counsel, the prisoner desired, says the *Times*, to make an unsworn statement to the jury from the dock. Mr. Justice Phillimore said: Now that the prisoner is entitled to give evidence on his own behalf under the Criminal Evidence Act, 1898, is not he right to make a statement? Mr. Murphy, on behalf of the prisoner, pointed out that section 1, sub-section 3 (A), provided that nothing in the Act should affect the provisions of section 18 of the Indictable Offences Act, 1848, or any right of the person charged to make a statement without being sworn. He pointed out that the proper time to make such a statement was before counsel's address, according to the practice laid down by Mr. Justice Stephen in *Reg. v. Doherty* (16 Cox C. C. 305, 1887). After some further discussion the learned judge allowed the prisoner to make his statement as desired. In the course of his summing up Mr. Justice Phillimore pointed out to the jury that sixty years ago prisoners were not entitled to have counsel to represent them, and made whatever statement they could to the jury on their own behalf. The law was then changed, and prisoners were allowed to retain counsel for their defence, and the learned judges at that time decided that the prisoners still retained their right to make a statement to the jury. Since the passing of the Criminal Evidence Act, 1898, a prisoner could go into the witness-box and give evidence on his own behalf if he wished to do so. This further right, in his opinion, did not do away with the former privilege; and he therefore allowed the prisoner to make his statement and followed the practice laid down by Mr. Justice Stephen as to the time when it should be made.

The Governor and Company of the Bank of England give notice that they are authorized by the Directors of the East Indian Railway Co. to receive applications for £1,500,000 £3 per Cent. New Debenture Stock at the price of £97 per cent. for each £100 of Stock. The list of applications will be closed on, or before, Tuesday, the 15th of July, 1902.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON				
Date.	EMERGENCY ROTA.	APPEAL COURT ROTA.	Mr. Justice	Mr. Justice
Monday, July	14	Mr. Carrington	Mr. King	Mr. R. Leach
Tuesday	15	Beal	Farmer	Godfrey
Wednesday	16	Jackson	King	R. Leach
Thursday	17	Pemberton	Farmer	Godfrey
Friday	18	Godfrey	King	R. Leach
Saturday	19	R. Leach	Farmer	Godfrey
Date.	Mr. Justice FARWELL.	Mr. Justice BUCKLEY.	Mr. Justice JOYCE.	Mr. Justice SWINNEY EADY.
Monday, July	14	Mr. Grewell	Mr. W. Leach	Mr. Churc
Tuesday	15	Church	Theed	Grewell
Wednesday	16	Grewell	W. Leach	Theed
Thursday	17	Church	Theed	W. Leach
Friday	18	Grewell	W. Leach	Farmer
Saturday	19	Church	Theed	Carrington

THE PROPERTY MART.

SALES OF THE ENSUING WEEK.

July 15.—Mr. JOSEPH STOWER, at the Mart, at 2:—Brighton, Hackney, and Walthamstow: Valuable Freehold Properties, comprising a capital Residence, being No. 83, Grand-parade, Brighton, near the sea front and New Palace Pier; let on lease until Lady Day, 1904, at £90 per annum. A professional Residence, No. 19, Lower Clapton-road, Hackney, near Hackney Station; let at £50 per annum. A Plot of Building Land, at the corner of Blackhorse-lane and Forest-road, and a small Property of just over a quarter of an acre, also in Walthamstow, with a considerable frontage to Blackhorse-lane, now let yearly at £90. Solicitors, Messrs. Palmer & Buxton and Meers, Norris, Allen, & Chapman, London. (See advertisement this week, back page.)

July 16.—Messrs. HUMBERT & FLINT, at the Mart, at 2:—Kent: Highly-important Freehold Estates, situate in the neighbourhood of Dover, Herne Bay, Sittingbourne, Canterbury, and Faversham, embracing in the aggregate an area of 1,000 acres. Dover: Archers Court, Parsonsage, and Church Farms, Whitfield, 342 acres, one mile from Kearnsey, three from Dover. Herne Bay: Little Ruckinge Grove, sporting property, well timbered, comprising about 98 acres, two miles from Herne Bay, and two cottages at Broomfield. Sittingbourne: Freehold Ground-rents, secured on shops in High-street, £25 per annum, with reversion to rack-rents in 1912. Freehold Residence and six acres, with building frontages. Cottage and Pasture Land: 11 acres at Misted. Canterbury: Rushbourne Farm, Hoath, 234 acres; also 44 acres grazing land in Gray's Marshes. Freehold Residence and Lands at Ickham, in all 22 acres; also 32 acres grazing land, Wickham Marshes. Faversham: Great and Little Waterham Farms and Lands, 165 acres.—Solicitors, Messrs. Soames, Edwards, & Jones, London. (See advertisement, July 5, p. 3.)

July 17.—Messrs. C. C. & T. MOORE, at the Mart, at 2:—South Hackney: Residence, close to Victoria Park; let on lease at £25 per annum. Solicitor, A. Syrett, Esq., London. Ilford: Convenient Residences, 23 Richmond-road, and 88 Grosvenor-road; let at £24 per annum. Solicitors, Messrs. Crawford & Chester, London.—Mile End: Freehold Corner House and Shop; let on repairing agreement at £55 per annum. Solicitors, Messrs. Emanuel & Simmonds, London.—Stepney: Freehold Houses; producing £57 18s. per annum. Solicitor, W. W. Box, Esq., London.—Stratford, Wanstead, Forest Gate, and Plaistow: Freehold Houses; let at £25 4s. Leaseholds. Wanstead: Four Houses (one with Shop), Tower Hamlets-road, Forest Gate; let at £51 18s. The Houses, 10 and 11, Alma-terrace, Plaistow; let at £32 10s. Solicitors, G. S. Hilleary, Esq.; M. Bender, Esq.; and C. J. C. Pridham, Esq., London.—Walthamstow: Freehold Houses, 23 and 24, Colchester-road, let at £58 per annum, and 29, Addison-road, value £90 per annum. Solicitor, A. Syrett, Esq., London.—Leyton: Freehold Houses, 2 and 4, Downsell-road, let at £69 18s. per annum, and 8, Westdown-road, let at £33 18s. per annum. Solicitors, Messrs. Mitchell & Mairison, London. (See advertisement, this week, p. 3.)

July 17.—Messrs. DEERHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, at 2:—Northwood, Hornsey-lane, Highgate: A choice and exceptionally important Freehold, Residential, and Building Site of nearly seven acres, in the best part of this favourite situation, a few minutes' walk from Crouch End Station. It comprises a spacious, detached Family Residence. The pleasure grounds are of a most delightful character, and adorned with handsome timber trees, and many specimen and other flowering shrubs, offering a combination of residential advantages almost unique within a short drive of the City and West End; frontage of about 300ft. to Hornsey-lane, and a second extensive frontage of about 720ft. to Hornsey-lane-gardens. Solicitors, Messrs. Deacon, Gibson, Medcalf, & Marriott, London. (See advertisement, July 5, p. 4.)

July 17.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2:—

REVERSIONS:

To a Moiety of a Trust Fund, value £8,371; gentleman aged 63 and lady aged 60. Solicitors, Messrs. Sweet & Son, Taunton.

To a Moiety of a Trust Fund, value £30,000; lady aged 58. Solicitors, Messrs. Campbell & Baird, London.

To Two-fifths of a Trust Fund, value £23,000; gentleman aged 67 and lady aged 57. Solicitors, Messrs. Wadeon & Mairison, London.

LEGACIES secured upon Freeholds in Norfolk of considerable value (see full particulars). 80 lectors, Messrs. Stones, Morris, & Stone, London.

POLICIES for £5,000, £2,000, £1,000, £500, £500.

SHARES, &c. Solicitors, Messrs. Moon, Gilke, & Moon, London.

(See advertisement, this week, back page.)

RESULT OF SALE.

Messrs. C. C. & T. MOORE sold, at the Mart, on Thursday last, Three Freehold Shops in Lower Clapton-road and Downes-road, let on lease at rents amounting to £210 per annum, for £4,720, an average of £22 years' purchase.

WINDING UP NOTICES.

London Gazette.—FRIDAY, July 4.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ASHANTI FRONTIER CONCESSIONS, LIMITED.—Creditors are required, on or before Aug. 30, to send their names and addresses, and the particulars of their debts or claims, to Walter Thomas Strong, 50, Fenwick-street.

BUFFALO RIVER GOLD MINING CO., LIMITED (IN LIQUIDATION).—Creditors are required, on or before Aug. 8, to send their names and addresses, and the particulars of their debts or claims, to John George Mills, 12, Bishopsgate st Within.

CHANCELLOR, WALKER, & WALLIS, LIMITED (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before July 24, to send in their names and addresses, and the particulars of their debts or claims, to Wm. R. Harrison, 21, Soho-st. Hill.

DE ESTATES, LIMITED.—Petra for winding up, presented June 30, directed to be heard on July 5. Nield, Victoria-st., Liverpool, solicitor for petitor. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 14.

DOO WORLD PUBLISHING CO., LIMITED.—Petra for winding up, presented July 1, directed to be heard on July 15. Withall & Co., Victoria-st., Westminster, solicitors for petitors. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 14.

GACON SYNDICATE, LIMITED.—Creditors are required, on or before Aug. 7, to send their names and addresses, and the particulars of their debts or claims, to William T. Warner, 89, Eglin avenue, W.

GOLD COAST HINTERLAND EXPLORATIONS CO., LIMITED.—Petra for winding up, presented July 2, directed to be heard on July 15. Marshall & Marshall, Bloomsbury sq., solicitors for petitor. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 14.

HANSDORTH CARRIAGE CO., LIMITED (IN LIQUIDATION).—Creditors are required, on or before Aug. 2, to send their names and addresses, and the particulars of their debts or claims, to Walter Edgar Fowkes, Temple courts, Temple row, Birmingham, Lancs & Co., Birmingham, solicitors for liquidator.

JOSEPH EDGE & CO., LIMITED.—Creditors are required, on or before July 31, to send their names and addresses, and the particulars of their debts or claims, to Mr. J. Paterson Brodie, Burslem & Baddiley, Hanley, solicitors for liquidator.

MALAYAN (PAHANG) EXPLORATION CO., LIMITED (IN LIQUIDATION).—Creditors are required, on or before Aug. 8, to send their names and addresses, and the particulars of their debts or claims, to John George Mills, 18, Bishopsgate st Within.

PARK BONE WORKS CO., LIMITED.—Creditors are required, on or before Aug. 25, to send their names and addresses, and the particulars of their debts or claims, to John Edward Lee, 5, St James's sq., Manchester.

SHILLING GOLD MINING CO., LIMITED (IN LIQUIDATION).—Creditors are required, on or

before Aug. 8, to send their names and addresses, and the particulars of their debts or claims, to John George Mills, 18, Bishopsgate st Within.

TURB'S ACETYLENE GAS SYNDICATE, LIMITED (IN LIQUIDATION).—Creditors are required, on or before Aug. 18, to send their names and addresses, and the particulars of their debts or claims, to Mr. Lacey Downes, 11, Ironmonger lane, Ashurst & Co., Throgmorton avenue, solicitors for liquidator.

W. H. JAMISON, LIMITED (IN LIQUIDATION).—Creditors are required, on or before Aug. 16, to send their names and addresses, and the particulars of their debts or claims, to Frank Sharp Abbott, 22, Booth st, Manchester. Slater & Co., Manchester, solicitors to liquidator.

UNLIMITED IN CHANCERY.

ABERCAIRN AND NEWBRIDGE GAS AND WATER CO. (IN LIQUIDATION OR IN COURSE OF DISSOLUTION).—Creditors are required, on or before Aug. 18, to send their names and addresses, and the particulars of their debts or claims, to Evan Phillips, Chairman, Dolgwyddfa, Newbridge, Mon.

PRESTON MUNICIPAL BUILDING SOCIETY.—Creditors are required, on or before July 19, to send their names and addresses, and the particulars of their debts or claims, to Mr. William Milner, 34, Guildhall st, Preston. Forshaw & Parker, solicitors to liquidator.

London Gazette.—TUESDAY, July 8.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ALFRED APPLEYER & CO., LIMITED (IN LIQUIDATION).—Creditors are required, on or before Aug. 8, to send their names and addresses, and the particulars of their debts or claims, to John Ernest Pritchard, 71, Colmore row, Birmingham.

BRITISH FINE CHEMICALS SYNDICATE, LIMITED.—Creditors are required, on or before July 31, to send their names and addresses, with particulars of their debts or claims, to Charles Less Bragger, 48, Castle st, Liverpool.

ENGLISH AND COLONIAL PRODUCE CO., LIMITED.—Petra for winding up, presented July 5, directed to be heard July 28. Stammers, Basinghall st, solicitors to petitors. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 21.

LADY LOCH GOLD MINES, LIMITED.—Creditors are required, on or before Aug. 9, to send their names and addresses, and the particulars of their debts or claims, to Francis Stobbs, 76, Bishopsgate st Within. Mayo & Co., Drapers' gins, solicitors to the liquidator.

NORTH SHIELDS BUILDERS, LIMITED.—Petra for winding up, presented June 30, directed to be heard at the Court House, Westgate rd, Newcastle upon Tyne, on July 17. Dodds, 48, Saville st, North Shields, solicitor to the petitor. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 15.

ORIENTAL OIL ASSOCIATION, LIMITED.—Creditors are required, on or before Aug. 31, to send their names and addresses, and the particulars of their debts or claims, to H. F. Turner.

PRANOVA OIL ASSOCIATION (LIMITED).—Creditors are required, on or before Aug. 31, to send their names and addresses, and the particulars of their debts or claims, to H. F. Turner.

STRAITS TIN (LIMITED) (IN LIQUIDATION).—Creditors are required, on or before Aug. 12, to send their names and addresses, and the particulars of their debts and claims, to William Antrobus Luning, Finsbury House, Blomfield st, Samuelson, Queen Victoria st, solicitor to liquidator.

UNIVERSAL TRADE PROTECTION ASSOCIATION, LIMITED.—Creditors are required, on or before Aug. 19, to send their names and addresses and the particulars of their debts or claims, to Charles Battlett Probert, 66, Cophamay. W. O. SMITH CO., LIMITED.—Creditors are required, on or before Aug. 9, to send their names and addresses, and the particulars of their debts or claims, to Ernest Edmonds, 70, Commercial rd, Portsmouth. Robinson, Southsea, solicitor to liquidator.

WARNING TO INTENDING HOUSE PURCHASERS AND LESSERS.—Before purchasing or letting a house, even for a short occupation, it is advisable to have the Drains and Sanitary Arrangements independently Tested and Reported upon. For terms apply to The Sanitary Engineering Co. (H. Carter, C.E., Manager), 65, Victoria-street, Westminster. Established 27 years. Telegrams: Sanitation, London. Telephone: 316 Westminster.—[ADVT.]

CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, July 4.

ATKINSON, JOSEPH, Bradford, Plumber Aug 5. Moosman & Co., Bradford.

BICKLEY, SAMUEL, Walsall, Coal Dealer Aug 11. Stanley & Jackson, Walsall.

BOSWELL, HENRY WHEELER, New Windsor, Stable Keeper Aug 13. J & S P. Pope, Exeter.

BROOK, WILLIAM BEJAH, New inn, Strand, Solicitor Aug 7. Venn & Woodcock, High Holborn.

BUTLER, EDWARD, Endfield July 31. Rumney, Basinghall st.

CHELL, DANIEL, Newhall, Derby, Miser Aug 15. J & W J. Drewry, Burton on Trent.

CHURCH, ANN, Catford Aug 4. Smith & Burrell, Richmond.

COOK, THOMAS, Margate July 31. Sankey, Margate.

CURTON, MARCUS, Denmark hill Aug 6. Kearsey & Co., Old Jewry.

DAVIES, ANNE, Pwlthel, Carmarthen, Licensed Victualler Sept 2. Richards & Sons, Llanegollen.

DURBER, ERНОH, Hatfield Heath, Stiffs July 15. Hollinhead, Tunstall.

EDISBURY, LAWTON, Liverpool, Chemist Aug 13. Lloyd Liverpool.

ELSE, CHARLES, Sen, Lee, Derby July 31. Stone & Symonds, Wirksworth.

FANE, FREDERIC, Ringwood, Hants July 31. Routh & Co., Southampton st, Bloomsbury.

FENWICK, ELIZABETH, Timsbury, Somerset Aug 31. Hunter & Haynes, New sq., Lincoln's inn.

GORDON, HENRY ALEXANDER, Duke st, St James' Aug 2. Francis & Crookenden, New sq., Lincoln's inn.

GRESTY, JAMES, Manchester Sept 14. Diggles & Ogden, Manchester.

HALSTAD, ROBERT, Freekleton, Lancs Aug 10. W & J. Cooper, Preston.

HARWOOD, EBENEZER GREEN, Bolton Aug 1. Fielding & Fernough, Bolton.

HATHAWAY, ALBERT ELI, Reading, Contractor Aug 16. Brain & Brain, Reading.

HEALING, HARRY, Grassendale, nr Liverpool, Pawnbroker Aug 10. Pennington & Higgin, Liverpool.

HIGGIN, MARY ANN, Blackpool Aug 13. Lawson & Co., Manchester.

HOBBS, JOHN SAMUEL, Cardiff, Dyer Aug 15. Howell, Cardiff.

HOLSTROM, CARL JOSEPH PETRI, Hale, Chester, Merchant Aug 19. Bullock & Co., Manchester.

HOOKE, GEORGE, Bognor, Engineer Aug 1. Staffurth & Staffurth, Bognor.

HYMAN, HANNAH, West Hampstead Aug 11. Colyer & Colyer, Clement's inn, Strand.

JENKINS, JANE, Forthcaw, Gis. Aug 11. Stuart & Tull, Gray's inn sq.

JOHNSTON, JULIA, Cheltenham Aug 15. Winterbothams & Gurney, Cheltenham.

KING, THEOPHILUS JAMES, Gainsborough, nr Stroud July 25. Winterbotham & Sons, Stroud.

LEWIS, CHARLES FREDERICK, Daventry, Northants, Mass., U.S.A., Dentist Aug 16. Walls & Stallard, Old Jewry.

LUPTON, MARY ANN, Rock Ferry, Chester Aug 1. Hindle & Son, Liverpool.

MARSTON, ENOCH, Walsall Aug 11. Stanley & Jackson, Walsall.

MORLEY, ELIZA, Horsham July 19. Medwin & Co., Horsham.

MYERS, ASHER ISAAC, Abbey rd, St John's Wood, Journalist Aug 5 Marks, Bishopsgate st Within

NATTRESS, CHARLES, MD, Sunderland Aug 11 J & W J Robinson, Sunderland

O'HARA, PETER JOSEPH, Leeds, Provision Merchant Aug 9 Morgan, Leeds

PEARCE, JOHN, Southampton Aug 1 Bay & Flower-Elliott, Gt Portland st, Portland pl

PEK, ELIZA, Gateley rd, Stockwell Aug 4 Kingsbury & Turner, Brixton rd

RISHWORTH, ISRAEL, Burley, Leeds, Builder Aug 16 Ford & Warren, Leeds

ROBINSON, ELLEN MARTY, Twickenham Aug 4 Smith & Burrell, Richmond

ROWLEY, JOSEPH, Openshaw, Manchester July 26 Richards & Hurst, Ashton under Lyne

SART, JAMES, Tusor grove, Hackney, Carman July 31 Rumney, Basinghall st

SERGEANT, MARY SIMPSON, Boston Aug 4 Kersley, Gt Grimsby

SMITH, SARAH LADY, Sinclair rd, West Kensington Aug 1 Finch & Turner, Cannon st

SOCKETT, EVELINA, Tranmere, Chester, Tobacconist Aug 14 Reinhardt, Birkenhead

STUBBS, HENRY, Plympton Aug 4 Stibbard & Co, Leadenhall st

TAYLER, WILLIAM, Gurnersbury Aug 14 Ruston & Co, Brentford

THOMAS, WILLIAM ARTHUR, Kaling, Stock Jobber Aug 7 Skiper & Tucker, Warwick & Holbourn

WANNOP, JOHN, Liverpool, House Painter July 31 Clare & Higgins, Liverpool

WEATCROFT, SARAH ANN, Bath, Shoe Maker Aug 6 Stone & Co, Bath

WILSON, FRED, Dalton, nr Huddersfield, Grocer Aug 2 Ramsden & Co, Huddersfield

WOOD, FRANCIS, Chislehurst, Builder Aug 15 Hussey & Ingpen, Stone bridge, Lincoln's inn

WRIGHT, FRANCES, Wolverhampton Aug 1 Fowler & Co, Wolverhampton

London Gazette.—TUESDAY, July 8.

ALEXANDER, ELLEN CHARLOTTE, Southsea Aug 5 Hobbs & Brutton, Portsmouth

AUSTIN, WILLIAM HENRY, Birmingham, MA Aug 4 Beale & Co, Birmingham

BAILY, JOSEPH, Bishopsgate, Hants Aug 14 Paris & Co, Southampton

BAILY, WILLIAM OAKLEY, Brighton Aug 16 Simpson & Co, Gracechurch st

BAKER, WILLIAM GARRAD, Brighton, Manufacturing Chemist Aug 11 Lidiard & Co, Great James st, Bedford row

BARLOW, ELIAS, Eccles, Machinist Aug 21 Dendy & Paterson, Manchester

BARNILL, THOMAS ROWLAND, Willesden Aug 15 Carr, Gt Tower st

BOULF, JANE, Shrewsbury July 30 Jordan & Pickering, Stafford

BOWKER, JAMES WILSDEN, Chesterfield Aug 15 Stanton & Walker, Chesterfield

COOK, DAVID, Kingston upon Hull, Master Mariner Aug 1 Austin, Hull

DAVIES, DAVID, Cilcach Vale, Glam, Innkeeper July 16 Millward, Pentre, Glam

ELLIOT, KENNETH, Southsea, MD Aug 4 Edcombe & Co, Southsea

GILCHRIST, SOPHIA MARY, Brackley, Northampton July 15 Barnes & Thomas, Brackley

GOODE, JAMES HENRY, Birmingham July 31 Jaques & Sons, Birmingham

BANKRUPTCY NOTICES.

London Gazette.—TUESDAY, July 1.

ADJUDICATION ANNULLED AND RECEIVING ORDER RESCINDED.

HIRSCHBERG, HEINRICH JOHAN GUSTAVE ROBERT, Gt St Helens High Court Rec Ord Oct 14, 1898 Adjud Dec 16, 1898 Rec and Annual 20

London Gazette.—FRIDAY, July 4.

RECEIVING ORDERS.

BANFIELD, GEORGE HENRY, Savington, St Mary, Somerset Farmer Yeovil Pet April 4 Ord June 4

BATES, EDMUND ISHERWOOD, Leeds, Commercial Traveller Leeds Pet June 30 Ord June 30

BYARD, JOSEPH, Bath, Hay Dealer Bath Pet June 30 Ord June 30

CAINER, SIMON, Leech, Slipper Manufacturer Leeds Pet June 30 Ord June 31

CARLISLE, HAROLD HERDMAN, Bournemouth, Cycle Factor Poole Pet June 9 Ord July 1

CHUCK, WILLIAM, Liverpool, Architect Liverpool Pet May 28 Ord July 1

CONSTANTINE, JAMES, Brierley, Commission Agent Burnley Pet June 30 Ord June 30

CUTLIE, ERNEST JOHN WALTER, and SAMUEL SPENCER HAYWOOD, Lowerthorpe, Contractors Gt Yarmouth Pet May 29 Ord June 30

DAVIES, JAMES ARTHUR, Barrow in Furness, Compositor Barrow in Furness Pet July 1 Ord July 1

EDGECOME, JAMES, St James's st, Club Manager High Court Pet July 2 Ord July 2

EVANS, GEORGE, Birmingham, Tobacconist Birmingham Pet June 30 Ord June 31

GANDAN, WALTER, Nottingham, Yorks, Labourer Kingston upon Hull Pet July 2 Ord July 2

GREEN, WILLIAM, Thistock, nr Whitby, Salop, Farmer Crewe Pet June 30 Ord June 30

GROVE, WILLIAM, Bishopstone, Glam, Swansea Pet June 30 Ord June 30

HALLERT, HENRY GERALD, High st, Battersea Wandsworth Pet April 30 Ord July 1

HARRISON, GEORGE THOMAS, Dewsbury, Umbrella Maker Dewsbury Pet June 30 Ord June 30

HILL, WALTER, Halifax, Waste Dealer Halifax Pet June 14 Ord July 23

HOBROOKS, THOMAS, Wigan, Smallware Dealer Wigan Pet July 1 Ord July 1

HUBBARD, HENRY, Gt Grimsby Gt Grimsby Pet June 30 Ord June 30

HUNT, THOMAS, Cawthron, nr Barnsley Barnsley Pet Ju 1-20 Ord June 30

JOWETT, JOHN HENRY, Bradford, Warehouseman Bradford Pet June 30 Ord June 30

JOWETT, JOHN HENRY, Bradford, Warehouseman Bradford Pet June 30 Ord June 30

LAW, ERNEST, MACQUEEN, Mon, Licensed Victualler Newport, Mon Pet July 2 Ord July 2

LOLY, VICTOR DAVID, Withington, nr Manchester Advertising Agent Manchester Pet June 30 Ord June 31

MCCULLOCK, COLIN JOHN, Great Winchester st, High Court Pet June 10 Ord July 2

MILLER, GEORGE HERBERT, Cirencester, Grocer Yeovil Pet June 30 Ord June 30

NEVELL, ERNEST CHARLES BRADLEY, Alderney st, Ladies' Bouse Manufacturer High Court Pet June 30 Ord June 30

PARKER, WILLIAM, Blackheath, Grocer Dudley Pet July 1 Ord July 1

POLLOCK, ALEXANDER, Middlesbrough, Electrical Engineer Middlesbrough Pet June 30 Ord June 30

SAUNDERS, KATE E, Sale, Chester, Milliner Manchester Pet June 14 Ord June 30

GREEN, AUGUSTUS GRIMMAD, Great Horkeasey, Essex, Florist Aug 26 Goody & Sons, Colchester

HAM, HENRY HOODS, Bristol, Chartered Accountant Aug 9 Perham & Sons, Bristol

HASSALL, THOMAS, Moseley, Iron Founder July 28 Jaques & Sons, Birmingham

HENDERSON, THOMAS, Newcastle upon Tyne, Undertaker Sept 1 Brown, Newcastle upon Tyne

HURRELL, WILLIAM, Kingsbridge, Devon Aug 6 Square & Son, Kingsbridge

ILIFFE, EMMA, Yardley, Worcester Aug 31 Edmon, Birmingham

JOHNSON, JAMES, Aston juxta Birmingham, Factor Aug 5 Robinson, Birmingham

JONES, DAVID, Gianaman, Garth, Colliery Proprietor July 31 Owen, Swansea

KENWORTHY, FREDERICK JOSEPH, Handsworth, Foreign Agent July 31 Jaques & Sons, Birmingham

LEVI, JULIA MATILDA, Edgbaston, Birmingham July 31 Jaques & Sons, Birmingham

LITTLE, EDWARD FENWICK, Newcastle upon Tyne Aug 20 Dickinson & Co, Newcastle upon Tyne

MOAKLER, ELLES, Hulme, Manchester Aug 27 Farrar & Co, Manchester

MOIS, HENRIETTA, Downend, nr Bristol Aug 5 Tucker & Co, New st, Lincoln's Inn

MUIR, ALFRED, Higher Broughton, Salford, Engineer Aug 19 Hinde & Co, Manchester

NIVEN, THOMAS, Cardiff Aug 8 Young & Sons, Mark in

NORMAN, HERBERT GEORGE HENRY, Southwell gds, South Kensington, Barrister at Law Aug 15 Radcliffe & Co, Or-ven st, Charing Cross

PAWLEY, GEORGE JOHN MARTIN, Devonport Aug 20 Gard, Devonport

RADCLIFFE, MARY JANE, West Croydon Aug 16 Allen & Son, Carlisle st, Soho sq

ROBINS, LEON GEORGE WHITWORTH TALBOT, CB, Onslow sq, South Kensington Aug 16 Bloxam & Co, Lincoln's Inn fields

RODHAH, WILLIAM, Caerphilly, Glam Aug 5 Leigh & Horley, Cardiff

RICHARDSON, ELIZABETH, Ashborow, Derby July 31 Bamford & Co, Ashborow

SCOTT, THOMAS, Halifax, Engineer July 31 England & Co, Halifax

SMITH, SARAH, Smethwick, Aug 7 Stirk & Co, Wolverhampton

STOESSEL, CHARLES FREDERICK VICTOR, Greenheys, Manchester, Agent Aug 12 Coop & Sons, Manchester

THOMPSON, JOHN, jun, Sunderland, Timber Merchant Aug 8 Huntly & Co, Sunderland

WADSWORTH, JOSEPH, Ecclesfield, Mechanic, and JANE WADSWORTH Aug 2 Smith & Co, Sheffield

WALKER, JAMES, Swansea July 16 James & Thomas, Swansea

WEARING, EMILY STUBBS, Sutton Coldfield Aug 30 Tyler & Deighton, Birmingham

WELDON, CHARLES Kilburn July 29 Potter & Heath, Kilburn

WESTON, MARY ANN, Daventry Aug 12 W F & W Willoughby, Daventry

WHEATLEY, JOHN GARLAND, Huddersfield, Silk Mercer Aug 12 Ramsden & Co, Huddersfield

WREN-HOBSONS, ANNA DOROTHÉA, St Peters, I of Thanet, Kent Aug 20 Pemberton & Co, New st, Lincoln's Inn

LITTLE, WILLIAM, Kidderminster, Baker July 11 at 11 Mr Spencer Thursfield, Solicitor, Oxford st, Kidderminster

MACKRELL, CHARLES ARTHUR, Forest hill July 14 at 12.30 24, Railway app, London Bridge

MASKEW, ALBERT MCCLAIN, Biston, Staffs, Plumber July 15 at 12 Off Rec, Wolverhampton

MORRIS, WILLIAM, Brechin, Carmarthens, Farmer July 11 at 11 Queen st, Carmarthen

PEACOCK, JIM, Northallerton, Saddler July 14 at 11.30 Court house, Northallerton

PERRIS, WILLIAM, St Edmund's ter, Regent's Park July 11 at 12 Bankruptcy bds, Carey st

RINGWOOD, ROBERT JAMES, Blosham, Oxon, Butcher July 11 at 12 St Adelst st, Oxford

ROBERTS, DAVID, Derby, Electrical Engineer July 11 at 11 Off Rec, 47 Full st, Derby

SCOTT, JOHN, Bury, Hay Dealer July 11 at 3 1/2 Exchange st, Bolton

SHAW, FREDERICK, Blackpool, Brickmaker July 11 at 12 Off Rec, 14 Chapel st, Preston

SMALLES, THOMAS, Northallerton July 14 at 11.30 Corn house, Northallerton

SOWDEN, WILLIAM, Kingston upon Hull, Insurance Agent July 11 at 11.30 Off Rec, 22 Park row, Leeds

STURGEON, JAMES, Fleetwood, Lanes, Boat Dealer July 11 at 3 Off Rec, 14 Chapel st, Preston

TAYLOR, GEORGE FULLER, Woolwich, Saddler July 11 at 11.30 24, Railway app, London Bridge

THEXTON, JAMES, Windermere, Baker July 12 at 11 Grosvenor Hotel, Stramongate, Kendal

THORLEY, HENRY ARTHUR, Long Eaton, Derby, Saddler July 11 at 3 Off Rec, 47 Full st, Derby

TRUEMAN, ALFRED KELSON, Lewisham, Theatrical Agent July 14 at 12 Bankruptcy bds, Carey st

TUDOR, MARY, Liverpool, Boat Dealer July 15 at 2 Off Rec, 35 Victoria st, Liverpool

WALKER, ROBERT, Northwood, Draper July 14 at 8 1/2 Temple chmbs, Temple av

WEBSTER, ARTHUR, Wakefield, Commission Agent July 11 at 11 Off Rec, 6 Bond ter, Wakefield

WHITE, SIMON REUBEN, Camp rd, Leeds, Tailor July 11 at 12.30 Off Rec, 22 Park row, Leeds

WHITEHEAD, JOHN WILLIAM, Ambleside, Westmorland, Grocer July 12 at 11.30 Grosvenor Hotel, Stramongate, Kendal

WOOD, FREDERICK EDWIN, Dorchester, Blacksmith July 11 at 12.30 Off Rec, 64a, Eastgate st, Salisbury

ADJUDICATION.

BARNES, WILLIAM, Mark in, Flour Impoter High Court Pet June 2 Ord June 3

BATES, EDMUND ISHERWOOD, Leeds, Commercial Traveller Leeds Pet June 30 Ord June 30

BOWLES, FRED, Sheffield, Provision Dealer Sheffield Pet June 4 Ord June 30

BYARD, JOSEPH, Bath, Hay Dealer Bath Pet June 30 Ord June 30

CAINE, SIMON, Leeds, Slipper Manufacturer Leeds Pet June 30 Ord June 30

COOK, EDMUND PEARCE, Stourport, Coal Dealer July 11 at 2.30 Mr Spencer Thursfield, Solicitor, Oxford st, Kidderminster

DAW, ALFRED, Mill Hill, Gasfitter July 11 at 8 3/5, Temple chmbs, Temple av

DINDALE, THOMAS EBBINGTON COUTTS, Hucknall Torkard, Notts, Schoolmaster July 11 at 12 Off Rec, 4, Castle pl, Park st, Nottingham

FITT, J H, Sutton, Builder July 14 at 1 24, Railway app, London Bridge

FLETCHER, CHARLES, Eittinghall, nr Wolverhampton, Grocer July 15 at 11 Off Rec, Wolverhampton

GREEN, GEORGE WILLIAM, Kingston upon Hull, Waggoner Proprietor July 11 at 11.30 Off Rec, Trinity House in, Hull

GRIFFIN, JOHN, Southport, Florist July 15 at 12 Off Rec, 25 Victoria st, Liverpool

HADLAND, JOSEPH, Watlington, Coal Merchant Pet Aug 1 at 10.45 Court House, Palmyra sq, Warrington

HARPER, THOMAS, Old Trafford, nr Manchester July 11 at 2 30 Off Rec, Byrom st, Manchester

HARRISON, GEORGE THOMAS, Staicoffle, Dewsbury, Umbrella Maker July 11 at 3 Off Rec, Bank chmbs, Bath

HILL, WALTER, Halifax, Waste Dealer July 11 at 3 Off Rec, Townhall chmbs, Halifax

HOGGETT, FRANCIS WILLIAM, St James st, Walthamstow, Butcher July 14 at 12 Bankruptcy bds, Carey st

JONES, NATHAN JOSEPH, Willenhall, Lock Manufacturer July 15 at 11.30 Off Rec, 31, Manor row, Bradford

KIRKLAND, CHARLES, Bonsall, Derby, Builder July 11 at 2.30 Off Rec, 47, Full st, Derby

LAW, WILLIAM T, Evesham, Essex July 11 at 3 Off Rec, 56, Temple chmbs, Temple av

LEWIS, ERIC, Wolverhampton, Butcher July 15 at 12.30 Off Rec, Wolverhampton

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July 12, 1902.

GROVE, WILLIAM, Bishopstone, Glam. Swannes Pet June 30 Ord June 30
 HARRISON, GEORGE THOMAS, Staincliffe, Dewsbury, Umbrella Maker Dewsbury Pet June 30 Ord June 30
 HORROCKS, THOMAS, Wigan, Painter Wigan Pet July 1 Ord July 1
 HUBBARD, HENRY, Gt Grimsby Gt Grimsby Pet June 30 Ord June 30
 HUNT, THOMAS, Cawthorne, nr Barnsley Barnsley Pet June 30 Ord June 30
 JEWITT, JOHN HENRY, Bradford, Warehouseman Bradford Pet June 30 Ord June 30
 LOLY, VICTOR DAVID, Manchester, Advertising Agent MACCARTHY Pet June 30 Ord June 30
 NEWELL, ERNEST CHARLES BRADLEY, Aldergate st, Ladies' Gown Manufacturer High Court Pet June 30 Ord June 30
 PARKES, WILLIAM, Blackheath, Stafford, Grocer Dudley Pet July 1 Ord July 1
 POLLARD, ALEXANDER, Middlesbrough, Electrical Engineer Middlesbrough Pet June 30 Ord June 30
 RITSON, JOSEPH, Park Rd, Fonthill End, Poster Painter High Court Pet May 7 Ord June 30
 SAFFORD, ARTHUR HERBERT, Cedars rd, Clapham Common Wandsworth Pet June 30 Ord June 30
 SAYWELL, HENRY CHARLES, Cardiff, Baker Cardiff Pet June 30 Ord June 30
 SENIOR, THOMAS, Barnsley, Insurance Agent Barnsley Pet June 6 Ord June 30
 SHIFF, JOHN WILLIAM, Cradley, Worcester, Baker Stourbridge Pet June 30 Ord June 30
 STURGEON, JAMES, Fleetwood, Lancs, Boot Dealer Preston Pet June 12 Ord June 25
 THOMAS, ARTHUR DUNCAN, Chancery st, Strand, Cinematograph Operator High Court Pet May 7 Ord June 30
 THORLEY, HENRY ARTHUR, Long Eaton, Saddler Derby Pet May 7 Ord June 30
 WEBB, WILLIAM HENRY, St Columb, Cornwall, Jeweller Truro Pet July 2 Ord July 2
 WEBSTER, ARTHUR, Wakefield, Commission Agent Wakefield Pet June 30 Ord June 30
 WHITE, SIMON REUBEN, Leeds, Tailor Leeds Pet June 30 Ord June 30
 WHITHEAD, HARRY, Rochester, Licensed Victualler Rochester Pet June 30 Ord June 30
 WOOD, FREDERICK EDWIN, Fordington, Dorchester, Blacksmith Dorchester Pet June 30 Ord June 30

Amended notice substituted for that published in the London Gazette of June 6:

ADAMSON, ANDREW GEORGE, Acton Brentford Pet June Ord June 3

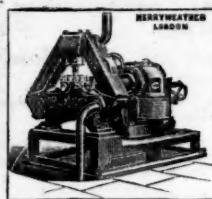
London Gazette.—TUESDAY, July 8.

RECEIVING ORDERS.

BENNETT, JAMES, Reading, Painter Reading Pet July 4 Ord July 4
 BOLAN, JOHN WELTON, Old Pelton, Durham, Builder Durham Pet July 4 Ord July 4
 BYAN, FRANCIS HARRY, Derby, Labourer Derby Pet July 5 Ord July 5
 CAWELL, HERBERT, Middlesbrough, Grocer Middlesbrough Pet June 25 Ord July 4
 FLETCHER, ELLEN, Southsea, Mineral Water Manufacturer Portsmouth Pet July 3 Ord July 3
 FOORD, STEPHEN RICHARD BING, Leigh, Kent, Licensed Victualler Tunbridge Wells Pet July 1 Ord July 1
 GOLDSTONE, LAURENCE, Preston, Old Broad st, High Court Pet June 11 Ord July 4
 GIBSON, RICHARD, Lower Ince, nr Wigan, Grocer Wigan Pet July 8 Ord July 8
 HEDD, WILLIAM MORNINGTON, Carlisle, nr Skipton, Painter Bradford Pet July 6 Ord July 6
 HOBBS, WILLIAM RICHARD, Surbiton, Builder Kingston, Surrey Pet Dec 5 Ord July 3
 HOLZ, E. DORAN, Cromwell cres, High Court Pet April 3 Ord July 4
 JACKSON, S., Elgin av, Maida Vale High Court Pet June 6 Ord July 6
 JACOBS, MONTAGUE, Queen Victoria st, High Court Pet June 12 Ord July 4
 LAMBERT, DAVID, Cardiff, Laundry Proprietor Cardiff Pet June 10 Ord July 4
 MANN, ARTHUR HUGH, Boston, Cycle Maker Boston Pet July 3 Ord July 3
 PHILLIPS, WILLIAM, Northampton, Boot Dealer Northampton Pet May 29 Ord July 5
 PENNINGTON, THOMAS MOSCOP, Bury, Chemist's Assistant Bolton Pet July 3 Ord July 8
 PHILLIPS, HARRY JOHN, Gt Bookham, Surrey, Farm Manager Croydon Pet July 2 Ord July 2
 POWERS, WILLIAM J., Nuneaton, Wine Dealer Coventry Pet July 3 Ord July 9
 RIDGWAY, ERNEST JOHN, Northampton, Carrier Northampton Pet July 5 Ord July 5
 ROSEN, JOSEPH VIVIAN, Birmingham, Jeweller's Factor Birmingham Pet July 5 Ord July 5
 SHERFORD, ARTHUR BILTON, Gt Grimsby, Painter Gt Grimsby Pet June 4 Ord July 4
 SHERWINGTON, WALTER SIDNEY, Gt Portland st, Licensed Victualler High Court Pet June 4 Ord July 8
 SIMMONS, PERCY, King John st, Mile End, Cab Proprietor High Court Pet June 18 Ord July 8
 SMITH, SYDNEY, Exeter, Baker Exeter Pet July 2 Ord July 2
 STANSELL, WILLIAM EDWIN JOSEPH, Brighton Brighton Pet July 4
 TOWLE, WILLIAM HARRISON, Amersham rd, New Cross, Schoolmaster Greenwich Pet July 5 Ord July 5
 TRISTRAM, ISAAC JAMES ARTHUR, Sydenham, Tailor Greenwich Pet July 2 Ord July 2
 WALMSLEY, GEORGE, Kingston upon Hull, Builder Kingston upon Hull Pet June 19 Ord July 3
 WATT, JAMES, Oxford st, Auctioneer High Court Pet May 9 Ord July 3
 WHITE, GEORGE JAMES, Wimbledon Kingston, Surrey Pet June 18 Ord July 4

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WOOLLIN, SARAH, and PETER WOOLLIN, Lindale Hill, nr Wakefield, Colliery Proprietors Wakefield Pet July 3 Ord July 3
 WYNNE, FREDERICK HERBERT, Harrogate, Cycle Dealer York Pet July 4 Ord July 4
 ZELLER, HENRY, Carlisle, Pork Butcher Carlisle Pet July 4 Ord July 4
 Amended notice substituted for that published in the London Gazette of June 10:

LAW, WILLIAM JOHN, Elsenham, Essex Hertford Pet Feb 19 Ord June 14
 Amended notice substituted for that published in the London Gazette of July 4:

SAFFORD, ARTHUR HERBERT, Cedars rd, Clapham Common. Retired Civil Servant Wandsworth Pet June 30 Ord June 30

FIRST MEETINGS.

BAKER, WILLIAM, Pontardawe, Painter July 15 at 12.30 Off Rec, 31 Alexandra rd, Swans.

BATES, EDMUND INGRAM, Leeds, Commercial Traveller July 16 at 11 Off Rec, 22 Park row, Leeds

BYARD, JOSEPH, Bath, Hay Dealer July 16 at 11.45 Off Rec 26 Baldwin st, Bristol

CARRETT, BENJAMIN, Cambridge July 15 at 12.30 Off Rec, 1, B-ridge st, Leicester

COX, BENJAMIN SIMON, and JOSEPH COX, Dudley Port, Tipton, Builders July 16 at 11 Off Rec, Wolverhampton, st, Dudley

DEWEY, WILLIAM, Upavon, Wilts, Carpenter July 16 at 11.30 Off Rec, 26 Baldwin st, Bristol

EDGECOME, JAMES, St James' sq, Club Manager July 15 at 12 Bankruptcy bldgs, Carey st

EDMONDS, WILLIAM HOWARD, Aston, Birmingham, Public house Manager July 16 at 11, 174, Corporation st, Birmingham

EDWARDS, JOHN, Pendleton, Advertising Contractor July 16 at 2.30 Off Rec, Byrom st, Manchester

ENDY, JACOB, Cinderford, Glos, Clo hir July 15 at 11 Off Rec, Station rd, Gloucester

FOORD, STEPHEN RICHARD BING, Leigh, Kent, Licensed Victualler July 17 at 2 The Angel Hotel, Tonbridge

GARDAM, WALTER, Cottisham, Yorks, Labourer July 15 at 11 Off Rec, Trinity House, Hall

GIBSON, ALFRED, Hampton Hill, Builder July 15 at 11.30 24, Railway app, London Bridge

GRANT, ROBERT, Forest Hill, Plumber July 15 at 13 24, Railway app, London Bridge

GREEN, GEORGE, Ast'n, Birmingham, Licensed Victualler July 18 at 11 174, Corporation st, Birmingham

GREEN, WILLIAM, Tilstock, nr Whitechurch, Salop, Farmer July 15 at 2 30 Swan Hotel, Whitechurch

GAZORBY, RICHARD, Lower Ince, nr Wigan, Grocer July 17 at 3 19, Exchange st, Bolton

HORROCKS, THOMAS, Wigan, Smallware Dealer July 15 at 3 Off Rec, Byrom st, Manchester

HUNT, THOMAS, Cawthorne, nr Barnsley July 15 at 10.15 Off Rec, Regent st, Barnsley

JOHNSON, THOMAS, West Hartlepool, Mineral Water Manufacturer July 15 at 2 15 Off Rec

JONES, WILLIAM HENRY, Trecoy, Aberdare, General Dealer July 15 at 2 125, High st, Merthyr Tydfil

KENT, CHARLES BYRD, Mincing in July 17 at 2.30 Bankruptcy bldgs, Carey st

LINDDON, JOHN A., Norfolk st, Strand, Financial Agent July 15 at 2.30 Bankruptcy bldgs, Carey st

LYNN, JAMES EDWARD, Swannes, Commercial Traveller July 15 at 12 Off Rec, 31 Alexandra rd, Swans.

LOLY, VICTOR DAVID, Withington, nr Manchester, Advertising Agent July 16 at 3 Off Rec, Byrom st, Manchester

LYNNE, MARGARET ANN, Lanscore, Teignmouth July 24 at 10.30 Off Rec, 12, Bedford circus, Exeter

MARTIN, WILLIAM ETCHES, Conisborough, Yorks, Grocer July 16 at 12 30 Off Rec, Figgis le, Sheffield

MILLER, GEORGE HERBERT, Bruton, Somerset, Grocer July 15 at 12.30 Off Rec, Endless st, Salisbury

NEWELL, ERNEST CHARLES BRADLEY, Aldergate st, Ladies' House Manufactures July 15 at 11 Bankruptcy bldgs, Carey st

PENNINGTON, THOMAS MOSCOP, Bury, Herbalist July 1 at 3.30 19, Exchange st, Bolton

PHILLIPS, HARRY JOHN, Gt Bookham, Surrey, Farm Manager July 16 at 11.30 24, Railway app, London Bridge

SAUNDERS, KATE E., Sale, Cheshire, Milliner July 16 at 3.30 Off Rec, Byrom st, Manchester

SMITH, SYDNEY, Exeter, Baker July 24 at 10.30 Off Rec, 13, Bedford circus, Exeter

STARLING, FREDERICK, Handsworth, Rating house Keeper July 16 at 12 194, Corporation st, Birmingham

TRAVES, THOMAS ALFRED, New Cis, Gt Grimsby, Baker July 15 at 11 Off Rec, 15, Osborne st, Gt Grimsby

WALKER, FREDERICK BRAMWELL, Sheffield, Barmen July 16 at 12 Off Rec, Figgis le, Sheffield

WATKINS, EDWARD ALBERT, Forest Hill, Greengrocer July 15 at 12.30 24, Railway app, London Bridge

WATT, JAMES, Oxford st, Auctioneer July 15 at 12 Bankruptcy bldgs, Carey st

WEBB, WILLIAM HENRY St Columb, Cornwall, Jeweller July 17 at 12 Off Rec, Boscombe st, Truro

WYNNE, FREDERICK HERBERT, Harrogate, Cycle Dealer July 18 at 12.15 Off Rec, Red House, YeoVil

YOUNG, JOHN GRIFFITH, Newcastle on Tyne, Solicitor July 15 at 3 Off Rec, 25, John st, Sunderland

ZELLER, HENRY, Carlisle, Pork Butcher July 15 at 12 Off Rec, 34, Fisher st, Carlisle

ADJUDICATIONS.

BALLARD, EDWARD ARTHUR, Ledbury, Building Contractor Worcester Pet June 16 Ord July 3

BENNETT, JAMES, Reading, Painter Reading Pet July 4 Ord July 4

BOLAN, JOHN WELTON, Old Pelton, Durham, Builder Durham Pet July 4 Ord July 4

BOWICK, THOMAS GILBERT, Queen Victoria st, Company Promoter High Court Pet April 19 Ord June 30

BYAN, FRANCIS HENRY, Derby, Labourer Derby Pet July 5 Ord July 5

FOORD, STEPHEN RICHARD BING, Leigh, Kent, Licensed Victualler Tunbridge Wells Pet July 1 Ord July 1

GREGORY, RICHARD, Lower Ince, nr Wigan, Grocer Wigan Pet July 3 Ord July 3

HILL, WALTER, Halifax, Waste Dealer Halifax Pet June 12 Ord July 3

HIRD, WILLIAM MORNINGTON, Carleton, nr Skipton, Painter Bradford Pet July 5 Ord July 5

KENT, CHARLES BYRD, Mincing in High Court Pet June 4 Ord July 5

LEWIS, EVAN, Maesymwymre, Mon, Licensed Victualler Newport, Mon Pet July 2 Ord July 5

LYNNE, MARGARET ANN, Lanscore, Teignmouth Exeter Pet June 24 Ord July 2

MURDO, ARTHUR HUGH, Boston, Cycle Maker Boston Pet July 3 Ord July 2

PENNINGTON, THOMAS MOSCOP, Bury, Chemist's Assistant Bolton Pet July 3 Ord July 3

PHILLIPS, HARRY JOHN, Gt Bookham, Farm Manager Croydon Pet July 2 Ord July 2

SHERIFF, ARTHUR BILTON, Gt Grimsby, Painter, Gt Grimsby Pet July 4 Ord July 4

SMITH, SYDNEY, Exeter, Baker Exeter Pet July 2 Ord July 2

TOOLE, WILLIAM HARRISON, Amersham rd., New Cross, Schoolmaster Greenwich Pet July 5 Ord July 5
 TRICK, THOMAS WILLIAM, Swansea, Licensed Victualler Swansea Pet June 19 Ord July 4
 WILD, WILLIAM, Maryston, Advertising Agent Canterbury Pet April 21 Ord July 4
 WOOLLIN, SARAH, and PETER WOOLLIN, Lindsell Hill, nr Wakefield, Colliery Proprietors Wakefield Pet July 3 Ord July 3
 WYNN, FREDERICK HUBERT, Harrogate, Cycle Dealer York Pet July 4 Ord July 4
 ZELLER, HENRY, Carlisle, Pork Butcher Carlisle Pet July 4 Ord July 4
 Amended notice substituted for that published in the London Gazette of May 27:
 ROACH, JOHN THOMAS PENNELL, otherwise H. B. WATKIN, Chipping, Essex, Builder Edmonton Pet March 17 Ord May 23
 Amended notice substituted for that published in the London Gazette of June 20:
 MARTIN, WILLIAM ETCHE, Conisborough, Yorks, Draper Sheffield Pet June 18 Ord June 18

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